SIXTH SEMI-ANNUAL REPORT

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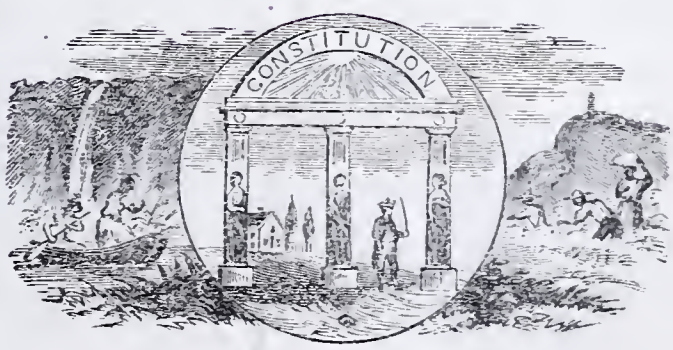
STATE OF GEORGIA,

SUBMITTED TO THE GOVERNOR OCTOBER 15, 1882.

(Being the 4th, 5th and 6th Cobined.)



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CAMPBELL WALLACE,
LEANDER N. TRAMMELL,
} COMMISSIONERS.

R. A. BACON, SECRETARY,

Atlanta, Ga.

SIXTH SEMI-ANNUAL REPORT.

OFFICE OF THE RAILROAD COMMISSION,
ATLANTA, GA., Oct. 15, 1882.

To his Excellency, ALFRED H. COLQUITT,
Governor:

We present your Excellency our report of the action taken by this Commission since the date of our last report.

In former reports submitted, we said all in reference to the powers of the Commissioners, which we think should be said, in explanation of the law and the provisions of the Constitution under which the Commission was created. The experience of three years of the operations of the Commission, under the law, certainly serves to illustrate the question of the wisdom or folly of maintaining it. In this view we have deemed it proper to merely submit here our action since our last report, with the reasons that controlled us in arriving at the conclusions embraced in our various orders or circulars herewith presented.

Circular No. 15 is as follows:

1st Corn Field and all other peas, car load or less than car load, will be placed in Class D, Standard Tariff.

2d. Marl, ground limestone and slacked lime; in sacks or casks, in car loads or less than car load in C ass L.

While the contents of this circular indicate the purpose for which it was passed, we beg to here present the reasons which influenced the Commission in taking this action. The first clause of the order was intended to encourage the production of one of the most valuable agricultural products of our State. By cheapening the rates of transportation we placed the Georgia farmer in the growth of this product, upon equal footing with producers in other States. The general public have been benefited and the railroads have not suffered thereby. The second paragraph of this circular was passed, upon the suggestion of the State Commissioner of Agriculture. His purpose in making, and ours for adopting the suggestion, was to render it practicable, for the people of the State, to utilize a cheap but very valuable fertilizing material, which exists in limitless quantities in this State. We feel confident in saying that this object will be accomplished, in a large measure, to the benefit both of the railroads and of the general public.

Circular No. 16, of date July 16th, 1881, reads thus:

The following changes in classification take effect August 10, 1881:

Rags and paper stock, in sacks, crates or hogshead, C. L., Class 6. Same, less than car load, Class 4. Rags and paper stock, pressed in bales, C. L., Class D. Same, less than car loads, Class 6.

The object of the Commission in issuing this order, was to encourage the collecting and saving by our people of articles which enter very largely into the manufacture of paper. The rates, upon certain of these articles, before the passage of this circular, had been almost prohibitory. The effect of the order has been to place the paper-making interests in our State, more nearly upon an equal footing with similar industries abroad; and that too, in our opinion, without injury to the interests of the railroads.

Circular No. 17 reads as follows, was passed July 29, 1881:

On the Savannah, Florida and Western Railway the maximum rates for all distances on cotton (Class J,) are hereby made thirty per cent. above the "Standard" Tariff. And on class goods (1, 2, 3, 4, 5, 6, A, B, C, D, E, F, G, H,) for distances over one hundred miles, twenty-five per cent. above "Standard" Tariff. Other classes remain unchanged.

Circular No. 18 bears date of September 1, 1881, and reads:

On the Savannah, Florida and Western Railway the maximum rates for all distances on cotton (Class J,) are hereby made forty-five per cent. above the "Standard" Tariff. And on class goods (1, 2, 3, 4, 5, 6, A, B, C, D, E, F, G, H,) for distances between 0 and 60 miles, 60 per cent; 60 and 100 miles, 50 per cent; 100 and 150 miles, 40 per cent; 150 and 200 miles, 35 per cent; over 200 miles, 30 per cent. above "Standard" Tariff. Other classes remain unchanged.

These two circular orders were passed at the

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request of the Savannah, Florida and Western Railway Company, and of a large number of influential and representative citizens, served by that line of railway. Evidence was presented to the Commission, by the officials of the company, showing that an increase of rates was necessary to prevent loss in operating the road. The citizens referred to, with but few exceptions, expressed a willingness to be taxed with such higher rates as the company might consider necessary to make the operation of the road remunerative. This road had, therefore, been almost local in its operations; and was controlled by no connecting railroad.

It has been the policy of the Commission, when practicable, to bring the authorities of the railroads and the public served thereby together before the board; and to adopt rates which might be agreed upon, if considered to be just and reasonable, to both the railroads and the public. This policy we have found to work satisfactorily in certain cases, where the roads were local, or comparitively so in their operations.

Circular No. 19 was issued by the Commission December 1, 1881. It is in the following terms:

The maximum rates allowed on fertilizers will, on and after January 1, 1882, be twenty (20) per cent. higher than Class K of "Standard Rates," except when rates have been agreed on between different railroads for a less rate, or may hereafter be agreed on by such roads.

After a trial, covering a period of several months, the Commission believed that their standard rate for transportation of manufactured fertilizers was, at that time, too low. This resulted from the great expense to the railroads, consequent upon storage, detention of cars, etc. In view of this, the Commission concluded to temporarily advance the rates on fertilizers; and accordingly issued said circular.

Circular No. 20 was passed February 10, 1882, and is as follows:

The following changes will take effect April 1st, 1882:

1st. An additional class (R) is hereby added to the Commissioners' freight classification, and the maximum rates per hundred pounds allowed for each of the divisions of that column, (R), in the Commissioners' "Standard Freight Tariff" hereafter, shall be the same as those heretofore allowed Class D, in the "Standard Freight Tariff," which was dated May 1, 1880.

2d. Spirits Turpentine, C. L., carrier's risk, Class R. Rags, pressed in bales, C. L., carrier's risk, Class R. Rice in car loads, carrier's risk, same maximum rates as Class N. Barrels, half barrels and kegs, empty, except ale and beer barrels, L. C. L., Class R. Under Note 1, reduced rates can be made for these articles.

3d. All connecting railroads, which are under the management and control by lease, ownership, or otherwise, of one and the same company, shall, in applying the rates and divisions allowed below on Class C, D and F, be considered as constituting but one and the same railroad. But not less than 25 cents need be charged on any single shipment, for any distance.

4th The right to charge any additional percentages on Classes C, D and F, which may have heretofore been allowed by circular, to any railroad, is hereby revoked; and the following columns are substituted as the "maximum" rates of the Commissioners' "Standard Tariff" on Classes C, D and F, in lieu of those heretofore in use:

MILES	10	20	30	40	50	60	70	80	90	100	110									340	350		
C per 100 pounds—cents . .	4½	5½	6	6½	7	7½	8	8½	9	9½	10									22	23		
D. per 100 pounds—cents . .	4	5	5½	6	6½	7	7½	8	8½	9	9½									20	21		
F. per barrel—cents	9	11	12	13	14	15	16	17	18	19	20									44	46		
MILES	120	130	140	150	160	170	180	190	200	210	220									320	330	340	350
C. per 100 pounds—cents . .	10½	11	11½	12	13	14	14	15	15	16	16									21	22	22	23
D. per 100 pounds—cents . .	10	10½	11	11½	12	13	13	14	14	15	15									20	20	20	21
F. per barrel—cents	21	22	23	24	26	28	28	30	30	32	32									42	44	44	46
MILES	230	240	250	260	270	280	290	300	310	320	330	340	350										
C. per 100 pounds—cents . .	17	17	18	18	19	19	20	20	21	21	22	22	23										
D. per 100 pounds—cents . .	16	16	17	17	18	18	19	19	19	20	20	20	21										
F. per barrel—cents	34	34	36	36	38	38	40	40	42	42	44	44	46										

5th. Class C comprises flour and meal in sacks, any quantity, and mill stuffs in less than car-lords.

Class D comprises grain, malt and cow peas, in any quantity, and hay, shucks, fodder and straw pressed in bales, and corn in ear, in carloads, to be charged as 20,000 pounds.

Class F comprises flour and meal, in barrels, any quantity.

The railroad corporations of this State derive their franchises from our own people; and are protected by our State laws in all their rights of property, and should give our own public, in the matter of transportation, equal advantages with those given to the people of other States. Complaints to the Commission were made by the millers of this State that unjust discriminations in transportation by the railroads were made against their products, in favor of similar industries abroad. It was plain that these discriminations would have the effect of driving these industries from the State; and would paralyze, in a measure, the grain producing interests of Georgia.

After full consideration, the Commission concluded that these complaints were just; and passed Circular No. 20, which they thought would, to some extent, afford a remedy for the evil complained of.

We here give a brief statement of the reasons which led us to these conclusions. We would call your Excellency's attention to Appendix A, hereto attached, for a more full and particular statement of the grounds upon which this action of the Commission rests.

Much complaint has been made, on the part of the railroads, against the effects of this order. The railroads have urged that the order, if enforced, would result in very serious injury to their interests.

The Georgia Railroad and Banking Company and Wm. M. Wadley, as the lessee of that company, filed their bill against the Commission, praying an injunction restraining the operation of this circular and of circular No. 21, on their railroad.

The application for injunction was based, in brief, upon the grounds, first, that the rates required by these circulars were unjust and unreasonable, and secondly, that by a provision of its charter the company was not subject, in the fixing of its rates, to the control of this Commission.

The full proceedings in this cause, which is still pending before the Supreme Court of the State, are hereunto appended. This bill of the complainants, the answer and cross-bill of the Commissioners, demurrers, etc., are fully set forth in Appendix A. The special attention of your Excellency is invited to these proceedings. The decision of the able Chancellor, refusing the injunction, is also presented. All these, taken together, show fully the grounds upon which the Commission acted in passing the circular here under consideration. These proceedings will also show clearly the reasons why, in the opinion of the Commission, this circular is applicable to the Georgia Railroad as well as to the other railroads of the State.

Consulting brevity, we must content ourselves with embracing in the body of our report a very short statement of the grounds upon which this order rests.

One instance alone, quoted from our answer filed in said case, will, in our opinion, be here sufficient to show the unjust discriminations, practiced by the railroads, against the millers and farmers of our State, in favor of Western millers and farmers.

A Cincinnati or Louisville miller can ship a barrel of 200 pounds of flour from his place to Charleston, S C., directly through Atlanta—a distance of 783 miles—for 30 cents per barrel. If an Atlanta miller shipped 300 pounds of wheat from Cincinnati or Louisville he paid therefor 93 cents freight to Atlanta—a distance of 474 miles. After grinding it into flour he then paid 60 cents per 100 pounds, or $1.20 per barrel of 200 pounds of flour freight from Atlanta to Charleston—a distance of 309 miles—making $2.13 per barrel freight that the Georgia miller really paid on a barrel of flour ground in this State as against 30 cents that the Cincinnati and Louisville miller paid freight on a barrel of flour ground there and transported over identically the same roads and the same distance, being a discrimination of $1.83 per barrel against the Georgia miller in favor of the Western miller, and against the farmer of our State in favor of the Western farmer. * * Out of a rate from Cincinnati or Louisville to Charleston, S. C., the Georgia Railroad for hauling 171 miles voluntarily accepted 6 1-5 cents as tolls on a barrel of flour; but the proportion of the rate on a barrel of flour shipped by a Georgia miller from Atlanta to Charleston, which that road transported 171 miles, was about 32 cents. That is, over five times as great a rate was collected by the Georgia Railroad on a Georgia miller's barrel of flour shipped to Charleston, S. C., as was voluntarily accepted by that road on a barrel of flour shipped by a Cincinnati or Louisville miller the same distance over its road. And in

addition the Georgia miller was required to ship as much as a car-load of flour to get the benefit of even this rate, while the Cincinnati miller was permitted to ship any quantity, from one barrel up, at the greatly discriminating rates mentioned, granted him by the railroads.

This shows sharply the discrimination against our millers and our people. The rates of Circular 20, to which the Georgia Railroad so strenuously objected, permitted it to charge 28 cents for carrying a barrel of flour 171 miles; which was more than four and one half times as much as that road was then voluntarily accepting for the transportation of a barrel of flour shipped from beyond the State.

These discriminations manifestly tended not only to seriously injure our milling and grain producing interests; but of necessity were burdensome and oppressive to our public generally. The Commission sought, by this circular, to place our industries, in question, more nearly upon a footing of equality with similar interests abroad. We are satisfied that the enforcement of this order will, in a large measure, accomplish this very desirable result.

A careful examination of the proceedings, in the cause referred to, will show that no attempt was made by the Georgia Railroad Company, or by Mr. Wadley to contravert the truth of the facts set forth in the answer of the Commissioners, as to that railroad's discriminations against the people of Georgia therein mentioned. The complainants in the cause seemed content to rely entirely upon the legal proposition that they had the exclusive power by the law of their charter to fix their own rates within certain maximum limits.

As has been already intimated, the Chancellor refused the injunction, holding that the company did not have, by the law of their charter, the right to fix rates, as it claimed to have. In this connection we invite your Excellency's attention to the fact that, while the injunction was refused by the Chancellor, he nevertheless deemed it his duty, under his construction of the law, to allow the restraining order granted against the Commission to remain of force until his action could be reviewed by the Supreme Court of the State. The effect of this ruling is to allow the injunction, which was refused, to remain virtually in force against this Commission, for a length of time which may be almost indefinite. We do not advert to this in a spirit of complaint; but to suggest that if, under the rules of practice obtaining in such cases, one of our ablest Chancellors has found it necessary to allow an injunction to stand in effect, which, in his opinion, had no legal ground to support it, then a legislative corrective ought, in our opinion, to be applied. While this restraining order remains of force the people, who are served by the Georgia Railroad, are subjected to discriminating rates, while the people, served by every other railroad in this State, have the benefit of the cheapened rates on flour, meal, grain, etc., specified in Circulars 20 and 21.

If this rule of practice is held correct by the highest court, then it is manifest that it would be in the power of the railroads to easily thwart the will of the Legislature, expressed through this Commission.

Another cause of complaint made to the Commission was that certain railroads, which were being operated virtually by one and the same corporation, were charging a combination of the maximum local rates allowed, making, in many instances, the totals of the rates charged, exorbitant and unjust to the consumer. After investigation the Commissioners met this complaint by paragraph 3 of Circular 20, which, in their opinion, will correct this evil.

Circular No. 21, dated March 3, 1882, is as follows:

On and after April 1, 1882, the rates of freight, transported by regular passenger trains, must not exceed one and one-half the rates allowed by Commissioners' "Standard Tariff," for first-class freight by ordinary freight trains; but a charge of 25 cents may be made for any single shipment.

This circular was passed for the purpose of reducing the charges made by express companies and by the railroads, on shipments by passenger train, and on extra baggage. We thought the maximum charges allowed were too high; and they were more generally complained against than any other character of railroad service, hence this order.

Circulars 22 and 24 will be found below. Circular 22 reads thus:

The Georgia Pacific Railroad Company and the Augusta and Knoxville Railroad Company are each permitted to add the percentages mentioned below to the Commissioners' "Standard" Freight Tariff and charge such totals as maximum freight rates. Add thirty (30) per cent. to Classes 1, 2, 3, 4, 5, 6, A, B, E, G and H.

Add fifteen (15) per cent. to (cotton) Class J. Add twenty (20) per cent. (heretofore allowed every other railroad by Circular 19) to Fertilizers. Classes C, D and F remain at "Standard" rates allowed by Circular 20. All other classes remain at Commissioners' "Standard" rates The Georgia Pacific Railroad and the Augusta and Knoxville Railroad are each placed in passenger Class B, and allowed to charge four (4) cents per mile.

Circular 24 is as follows:

The Gainesville, Jefferson and Southern Railroad, and the Marietta and North Georgia Railroad are permitted to add the percentages mentioned below to the Commissioners' "Standard Freight Tariff," and charge such totals as maximum freight rates. Add thirty (30) per cent. to Classes 1, 2, 3, 4, 5, 6, A, B, E, G and H. Add fifteen (15) per cent. to "Cotton" rates. Add twenty (20) per cent. to "Fertilizers," in Class K. Classes C, D and F remain at "Standard Tariff" allowed by Circular 20. The Gainesville, Jefferson and Southern Railroad is placed in Passenger Class B, and is permitted to charge four (4) cents per mile passenger fare. This circular to take effect September 15th, 1882.

The roads mentioned in these two circulars, being in an incomplete state, and not controlled by connecting railroads, the Commission, after investigation, thought proper to allow to them the increased rates named in these circulars.

Circular No. 23, issued by the Commission, is in the following terms, and bears date August 4, 1882:

On and after September 1, 1882, the maximum rates allowed on rice, in any quantity for any distances will be those of Class C with fifty (50) per cent. added thereto, and subject to rules in 3d paragraph of Circular 20, dated February 10, 1882.

After due investigation of the subject the Commissioners thought that the rates of transportation charged on rice were unjustly and unreasonably high. The effect of Circular No. 23 will, in our opinion, be to stimulate the production of rice; and by increasing the quantity of the article transported add to the revenues of the roads, as well as to the wealth of our people.

The experience of nearly two years proved to the Commission that the revenues of the railroads in this State were not diminished by reductions of passenger fares. The effect of the reductions of passenger rates has been to increase the volume of travel on the roads, thus adding to their revenues. In the light of this experience, the Commission has added to the list of the "three cents per mile" roads, or to Passenger Class A, the roads and branches mentioned in Circular 25, passed September 21, 1882, which reads thus:

1st. On and after November 1, 1882, in addition to the roads named in preceding circulars, all portions of the following railroads, branches or leased lines situated in Georgia, are placed in Passenger Class A, (Ticket rate three (3) cents per mile):

The Alabama Great Southern Railroad.
The Central Railroad lines between
Gordon and Eatonton; Fort Valley and Perry; Albany and Blakely; Cuthbert and Fort Gaines; the Savannah, Griffin and North Alabama Railroad; the Upson County Railroad.
The Cherokee Railroad.
The Columbus and Rome Railroad.
The East Tennessee, Va. and Ga. R. R. between
Cochran and Hawkinsville.
The Georgia Railroad between
Barnett and Washington.
The Marietta and North Georgia R. R.
The Richmond and Danville R. R.; the North-Eastern R. R.; the Georgia Pacific R.R.; the Elberton Air-Line; the Hartwell R. R.; the Lawrenceville R. R.; the Roswell R. R.
The Rome Railroad.
The Savannah, Florida and Western Railroad; the Waycross and Florida Railroad.

2d. Railroads are restricted to the above as maximum rates only, and have full liberty to reduce these rates on all and every character of passenger service at their own option.

3d. A railroad may charge 25 cents as a minimum full rate and 15 cents as a half rate, where the tare would be less than these amounts.

The effect of this and previous orders of the Commission is to restrict all the railroads, branches and leased roads, in this State, to three (3) cents per mile, as the maximum ticket rate for passengers; except the Gainesville, Jefferson and Southern Railroad and the Knoxville and Augusta Railroad, which are allowed to charge four (4) cents per mile; and the Talbotton Railroad, the Sandersville and Tennille Railroad, the Louisville and Wadley Railroad, the Walton County Railroad, and the Gainesville and Dahlonega Railroad, which are allowed to charge five (5) cents as maximum ticket rates.

The lumber millers along the lines of the Central Railroad and of the Brunswick division of the East Tennessee, Virginia and Georgia Railroad complained before the Commission that, owing to the depressed price of lumber, they could not continue to operate their mills at the rates of transportation charged by

the two roads mentioned. That a suspension of their business would throw out of employment hundreds of employees, and prove ruinous to the lumber interests in that portion of the State. The millers also showed that they had applied repeatedly to the railroad authorities for a reduction of rates, but that their applications had been refused. They also showed that, sometime before, the Savannah, Florida and Western Railway Company had reduced the rates on lumber, produced on the lines of the roads of that company to about one-half the rates formerly charged. That these causes would have the effect of almost entirely cutting off the shipment of lumber, by the complainant millers, to the seaboard.

The action of the Commission in this matter, and upon the subject of the transportation of lumber over the entire State will be found in Circular 26, as follows:

The maximum rates on lumber, allowable on the Savannah, Florida and Western Railroad, on and after November 1, 1882, will not, for any distances, be greater than the rates for Class P, of the Commissioners' "Standard Rates," less 20 per cent. deduction from the "Standard Rates," and in the following paragraph of Circular No. 27, viz.: On and after November 1, 1882, the maximum rates on lumber for any distance, on all railroads, within this State, will be twenty (20) per cent. less than the rates on Class P, of the Commissioners' "Standard Tariff" for the same distance.

A very little reflection is needed to show that the effect of this action, on the part of the Commission, will be to open a much more extended field for Georgia timber than was, at first, contemplated by either the millers or the railroad authorities.

In the complaints of the lumber millers, just referred to, nothing more was asked than a reduction of rates from their mills to the ports of Savannah and Brunswick. This, the authorities of the two roads mentioned, at last consented to yield. A thorough consideration of the whole subject, however, led the Commission to conclude that it was its duty to unlock, as far as practicable, all the cities and markets of the great West to the lumber men of Georgia. These markets have hitherto been almost entirely supplied over the lines of the Louisville and Nashville Railroad, and the Alabama Great Southern Railroad, from the forests of Alabama and Mississippi. High rates over the Georgia roads had almost entirely excluded the lumber men of the southern portion of this State from entering the markets mentioned with their products.

It is believed that the reduced rates, under Circulars 26, 27 and 28, will enable our millers and dealers to lay down their lumber in Nashville, Cincinnati or Louisville, for example, upon terms that will enable them to compete successfully with lumber men, who draw their productions from other States. In addition to this, we think that this action will open up more fully the lumber markets in our own State, and will tend to encourage, by cheapening this product, the building up of our villages, towns and cities.

Circulars No. 27 and 28 were passed October 2d, and, under the law, cannot go into effect until November 1, 1882.

Circular No. 27 is as follows:

1st. All connecting railroads which are under the management or control by lease, ownership, operation or otherwise of one and the same railroad company, shall in applying the Commissioners' Tariffs, for all purposes of transportation, within the limits of this State, be considered as constituting but one and the same railroad; and the rates shall be computed as upon parts of one and the same railroad; and all exceptions to this rule heretofore made by this Commission are hereby repealed.

2d. Under the preceding paragraph, the following railroads will, for all purposes of transportation, be considered as forming different "railroad systems;" and each "system" will be considered as one continuous railroad, in computing rates between stations on the different roads, branches, operated or leased lines composing that particular "system."

3d. The "Central Railroad system" will consist of the Central Railroad, the Southwestern Railroad, the Savannah, Griffin and North Alabama Railroad, the Upson County Railroad, and all the branches or railroad lines owned, leased or operated by either of these railroads situated in Georgia.

4th. The "East Tennessee, Virginia and Georgia system" will consist of the East Tennessee, Virginia and Georgia Railroad in Georgia, the Cincinnati and Georgia Railroad, the Macon and Brunswick Railroad, and all the branches or railroad lines owned, leased or operated by them.

5th. The "Richmond and Danville system" will consist of the Richmond and Danville Railroad, (or Atlanta and Charlotte Air-Line) in Georgia, the Northeastern Railroad, the Elberton Air-Line Railroad, the Hartwell Railroad, the Lawrenceville Railroad, the Roswell Railroad, the Georgia Pacific Railroad.

6th. The "Savannah, Florida and Western system" will consist of the Savannah, Florida

and Western Railroad and its branches and leased or operated lines in Georgia, and the Waycross and Florida Railroad.

7th. The maximum rates on lumber for any distance, on all railroads, within this State, will be twenty (20) per cent. less than the rates on Class P, of the Commissioners' "Standard Tariff" for the same distance.

8th. This circular goes into effect November 1, 1882.

Circular No. 28 is in the following terms:

1st. The maximum rates of freight heretofore allowed the Richmond and Danville (or Atlanta and Charlotte Air-Line) Railroad, the Northeastern Railroad, the Georgia Pacific Railroad, the Elberton Air-Line, the Hartwell Railroad, the Lawrenceville Railroad, and the Roswell Railroad are hereby repealed; and in place thereof, those railroads are permitted to add the following percentages to the Commissioners' "Standard Freight Tariff," and charge such totals as maximum freight rates, viz.: add ten (10) per cent. to Classes 1, 2, 3, 4, 5, 6, A, B, E, G, H and J; add twenty (20) per cent. for fertilizers in Class K. Classes C, D and F remain at "Standard Tariff" as allowed in Circular 20. All other classes remain at Commissioners' "Standard Tariff," except lumber, which is twenty (20) per cent. below Class P of Standard Tariff. The computation of freight rates between stations on any and all of the above railroads will be made strictly in accordance with rules of Circular (27) twenty-seven.

2d. Paragraphs 1, 3 and 5 of Circular ten (10) are hereby repealed. The Atlanta Division of the Central Railroad is placed under the rules of paragraph two (2) of Circulsr ten (10). All joint rates issued by the Central Railroad under paragraph five (5) of Circular ten (10) are hereby withdrawn. The computation of freight rates between stations on the Central Railroad, the Southwestern Railroad, the Savannah, Griffin and North Ala. R. R., the Upson County Railroad, and any of the leased lines or branches of these railroads will be made strictly in accordance with rules of Circular twenty-seven (27).

3d. The Louisville and Wadley Railroad is permitted to add to the Commissioners' "Standard Freight Tariff" the following percentages, and to charge such totals as maximum freight rates, viz: add thirty (30) per cent. to classes 1, 2, 3, 4, 5, 6, A, B, E, G and H; add fifteen (15) per cent. to cotton rates; add twenty (20) per cent. to fertilizers in Class K. Classes C, D and F remain at Standard Rates allowed in Circular twenty (20).

4th. This circular goes into effect November 1, 1882.

These two circulars, as will be seen by reading them, refer to the same subjects; and were intended, by the Commission, to enforce Rule No. 1, which was the first rule adopted by this Commission for the government of railroads. This has stood as one of our rules, except in one instance. By Circulars Nos. 27 and 28, we intend to make the rule applicable to every road in the State, without any exception whatever. Upon this rule was based what is known as the "Commissioners' Standard Freight Tariff."

Rule No. 1 was intended as one of the means of carrying out the principles of the law creating the Commission, which we construe to mean the recognition of the right of every man in the State of Georgia to select his own market, either home or foreign, in which to purchase his supplies or sell his products, without obstruction, on the part of transportation companies, either in the form of unreasonable and unjust rates and arbitrary rules, or by combinations or agreements, expressed or implied, between such companies.

Properly enforced, Rule No. 1 will prevent cumulative rates, or what, in railroad parlance, are known as the "sums of the locals" from being charged on shipments between stations on different portions of connecting roads in cases where such connecting roads are virtually owned, operated or controlled by one and the same carrier. Experience has shown that this rule is not only correct in principle, but beneficial to the public, and reasonable and just to the railroads.

To give a more clear understanding of Circulars 27 and 28, we here present extracts from what is therein referred to as Circular No. 10, dated August 13, 1880:

1st. The Central Railroad and Banking Company is authorized to operate their railroads in the following divisions: The Savannah, the Southwestern Railroad, the Atlanta, the Savannah, Griffin and North Alabama Railroad.

2d. On the Savannah and Southwestern Railroad Divisions and the Savannah, Griffin and North Alabama Railroad, upon all classes other than "Specials," the maximum freight rates between 30 and 40 miles to be 50 per cent. above Standard Rates; between 40 and 70 miles, 40 per cent.; between 70 and 100 miles, 30 per cent., and one hundred miles and over 20 per cent., as heretofore fixed.

3d. Upon the Atlanta Division on all classes other than "Specials," the maximum rates to be 30 per cent over "Standard."

5th. A tariff of joint rates on all the roads operated by the Central Railroad and Banking Company, prepared with the approbation of the Commission, will be furnished by the Company on application.

The Louisville and Wadley Railroad not be-

ing owned or operated by a connecting railroad, and the authorities having shown that the Standard Tariff was not, in our opinion, sufficiently high, we granted that road an additional percentage.

Circular 29, dated October 9, 1882, was rendered necessary by the extensions of the East Tennessee, Virginia and Georgia, making its length within the State between the Tennessee State line and Brunswick, Ga., more than 350 miles, the distance heretofore given in our "Standard Freight Tariff," for which rates had been made. It is as follows:

Distances.	CLASS GOODS.												SPECIALS.				
	Per 100 pounds.						Per bbl.		Per 100 lbs.	Per 100 lbs.		Per ton.			Per car load.		pr 100 lbs
	1st	2d	3d	4th	5th	6th	A	B	C	D	E	F	G	H	J	K	L	M	N	O	P	R
	cts	cts	cts	cts	cts	cts	cts	cts	cts	cts	cts	cts	$ cts	cts	cts	cts	$ cts	$ cts	$ cts	$ cts	$ cts	cts
360	85	75	60	50	40	35	35	35	23	21	40	46	1 22	50	45	17	3 50	3 28	60 00	27 00	25 00	24
370	85	75	60	50	40	35	35	35	23	21	40	46	1 22	50	45	17	3 50	3 28	60 00	27 00	25 00	24
380	88	76	61	51	41	36	36	36	23	23	41	50	1 25	52	47	18	3 60	3 41	63 00	29 00	27 00	26
390	88	76	61	51	41	36	36	36	25	23	41	50	1 25	52	47	18	3 60	3 41	63 00	29 00	27 00	26
400	88	76	61	51	41	36	36	36	25	23	41	50	1 25	52	47	18	3 60	3 41	63 00	29 00	27 00	26
410	91	77	62	52	42	37	37	37	26	24	42	52	1 28	54	48	19	3 70	3 54	66 00	31 00	29 00	28
420	91	77	62	52	42	37	37	37	26	24	42	52	1 28	54	48	19	3 70	3 54	66 00	31 00	29 00	28
430	91	77	62	52	42	37	37	37	26	24	42	52	1 28	54	48	19	3 70	3 54	66 00	31 00	29 00	28
440	94	78	63	53	43	38	38	38	27	25	43	54	1 31	56	49	20	3 80	3 67	69 00	33 00	31 00	30
450	94	78	63	53	43	38	38	38	27	25	43	54	1 31	56	49	20	3 80	3 67	69 00	33 00	31 00	30
460	94	78	63	53	43	38	38	38	27	25	43	54	1 31	56	49	20	3 80	3 67	69 00	33 00	31 00	30

2. The class "M" column of the "standard freight tariff," between 200 and 350 miles inclusive, is changed to read as follows:

Miles.	Dollars per ton	Miles.	Dollars per ton.	Miles.	Dollars per ton.
200	$2 45	260	$2 75	320	$3 05
210	2 50	270	2 85	330	3 15
220	2 55	280	2.85	340	3 15
230	2 65	290	2 95	350	3 28
240	2 65	300	2 95		
250	2 75	310	3 05		

We have thought it best in this report to confine ourselves mainly to a simple statement of the circulars, heretofore set forth, issued since the date of our last report, together with the reasons, in brief, which induced our action in the premises. Many other questions between the railroads and public have been passed upon by this board. The action of the Commission, in reference thereto, cannot be here given without making this report too lengthy. Our records will show particularly, and at length, all our official acts. To these records, we especially invite the attention of your Excellency and of the Legislature.

The effect of the action of this Commission, upon the interests of the people of the State, may be illustrated by giving one instance alone.

The actual saving in rates on the one article of cotton, to the benefit of our cotton producers, will amount, during the present season, to more than a half million dollars, as the present cotton crop of Georgia will, according to the best information, amount to over seven hundred thousand bales. It was soon found that the rates of transportation for cotton, from interior points in our State, agreed upon by the railroads and steamships at a meeting in New York, which were published to take effect September 1, 1882, would have to be abandoned, unless the cotton rates from interior Georgia markets to the seaboard cities of Savannah and Brunswick were advanced. The determination of this Commission not to increase the cotton rates to those cities at that time was publicly known. The result was that at a meeting held in Atlanta, September 13th, the railroad and steamship companies agreed to certain reduced cotton rates, which went into effect September 14, 1882.

The manner in which this saving will be effected may be clearly seen by reference to the comparative statement of cotton rates from a few of the markets of our State, given below:

RATES ON COTTON PER 100 POUNDS.

FROM	To Baltimore		To New York. Phila'phia		To Fall River. Providence Boston.	
	Rates Sept. 1, 1882.	Rates Sept. 14, 1882.	Rates Sept. 1, 1882.	Rates Sept. 14, 1882.	Rates Sept. 1, 1882.	Rates Sept. 14, 1882.
Augusta	71	51	76	57	92	67
Milledgeville } Macon . . . }	84	64	89	70	95	80
Atlanta . . . } Athens . . . } Rome . . . . } Dalton . . . }	89	67	94	75	1 00	85
Fairburn . . .	1 03	81	1 08	89	1 14	99
Palmetto . .	1 05	83	1 10	91	1 16	1 01
Newnan	1 07	85	1 14	93	1 18	1 03
Grantville . . .	1 11	89	1 16	97	1 22	1 07
Hogansville . .	1 11	89	1 16	97	1 22	1 07
LaGrange . . .	1 15	93	1 20	1 01	1 26	1 11
West Point . .	1 17	95	1 22	1 03	1 28	1 13
*Opelika . . .	1 07	85	1 12	93	1 18	1 03
Marietta . . . } Ringgold . . . }	1 03	81	1 08	89	1 14	99
Kingston	1 07	85	1 12	93	1 18	1 03
Cartersville . . .	1 09	87	1 14	95	1 20	1 05

We present here a statement of the office expenditures made during the last fiscal year. Vouchers for these expenditures are on file in this office, ready to be submitted to the proper authorities:

Wages of office attendant	$ 46 50
Gas bill	29 90
Telegrams	3 65
Sub'ns to newspapers and periodicals .	39 95
Postage, stamps, etc.	75 80
Fuel	24 80
Express charges	1 20
Stationery and desk furniture	8 40
Books	4 90
Insurance on furniture and incidentals	3 00
Office furniture.	6 35
Maps for office	5 55
Office rent July 1, '81 to Oct. 1, '82 . .	250 00
	$500 00

We may be pardoned for stating that as Georgians we feel a pride in being able to say that many States of the Union, and even the authorities of European governments, have sought information as to the provisions of the act creating this Commission, and of its practical workings. The main provisions of our law have, in some instances, been adopted by other States.

Since the date of our last report, Texas and New York have placed themselves in the list of States that have found it necessary to establish Commissions for the control of the transportation interests within their limits.

The constitutionality of the law creating this Commission has been settled in the minds of all thinking people. The experiment which Georgia has made has been successful; and the law, as it now exists, is believed by not only our own, but by other States, to be sufficient for the accomplishment of the purposes for which it was enacted.

We have at present no change in the law to recommend except that a proper increase in the salary of our Secretary be made. The compensation now allowed him we consider insufficient remuneration for the great labor devolving upon and the skill and experience required of him in the discharge of his very responsible duties.

Experience has proved that the transportation companies need a power over them which will curtail their growing extravagance, and lesson their current expenses, for the benefit of their own stockholders. The people need a power sufficient to control these corporations, and prevent excessive and discriminating rates, growing out of loose and extravagant management.

This Board has constantly kept in view the very desirable object of bringing the railroads and the people to a full recognition of each others legal and equitable rights.

Apprehensions that the Commissioners might abuse their powers have ceased to exist. There is a feeling of confidence that no combination of capital, either home or foreign, invested in railroads can materially injure or affect the public interest, so long as transportation is wisely and prudently regulated by law.

Railroad, manufacturing, mining, agricultural, and every other material interest have, within the past three years, received a remarkable impetus in Georgia. Confidence in the stability of the value of every species of prop-

erty in this State, and in our progressive prosperity, as a people, is greater than ever before.

All predictions that the action of the Railroad Commission of Georgia would paralyze the railroad interests of the country have failed. An experience of three years of the practical operations of railroads in this State, under the supervision of law, has for that period shown largely increased revenues to the railroads, larger dividends to the railroad stockholders, higher prices for railroad shares, greater volume of business, largely stimulated travel, greatly increased tendency to invest capital in our State, more miles of railroad built, and being built in Georgia, and corresponding benefits to the public generally, and the railroad authorities and the people on better terms with each other than ever before, during a similar period in our history.

JAMES M. SMITH,
CAMPBELL WALLACE,
L. N. TRAMMELL,
Commissioners.

EXPENDITURES.

The following exhibits show the expenses incurred and paid by the Commission between November 1, 1880, and October 15, 1882, (two years):

From November 1, 1880, to July 15, 1881, for account of—

Office furniture	$ 70 00
Office rent, Jan. 1 to July 1, 1881	100 00
Maps for office use	14 50
Maps for third semi-annual report	80 00
Postage	31 20
Gas Light Co	13 44
Wages of porter	33 10
Coal and wood	24 65
Stationery and desk furniture	17 10
Subscriptions to papers and periodicals.	27 95
Express charges on books, maps, etc	4 40
Printing law of 1879 and decision in Tilley case	33 50
Telegrams	90
Copy of order in Tilley case	2 00
Incidentals	1 60
	$454 34

From July 15, 1881, to November 1, 1881:

Postage and stamps	$12 50
Office attendant	12 00
Express charges	1 22
Repairing lock	25
Newspapers and periodicals	6 50
Books	5 50
Gas bill	54
Stationery and office boxes	7 15
	$ 45 66

From November 1, 1881, to October 15, 1882, for account of

Wages of office attendant	$ 46 50
Gas bill	29 90
Telegrams	3 65
Sub'ns to newspapers and periodicals	39 95
Postage stamps, etc	75 80
Fuel	24 80
Express charges	1 20
Stationery and desk furniture	8 40
Books	4 90
Insurance on furniture and incidentals	3 00
Office furniture	6 35
Maps for office	5 55
Office rent July 1, '81, to Oct. 1, '82	250 00
	$500 00

APPENDIX.

JAMES M. SMITH, *Chairman.*
CAMPBELL WALLACE,
LEANDER N. TRAMMELL,
ROBERT A. BACON, *Secretary,*

} Railroad Commissioners.

ATLANTA, GEORGIA.

CIRCULARS OF THE COMMISSION.

On March 2d, 1880, Circular No. 1 was issued. On March 4th, 1880, the Commissioners' Schedule of Rates and Rules and Regulations was issued. The "Schedule" was originally intended to take effect April 4th, 1880, but the time was postponed until May 1st, 1880, at which date the first public action of the Commission, appointed under the Act approved October 14th, 1879, was of force. The following circulars, from 1 to 22, inclusive, comprise the circulars published between May 1st, 1880, and May 10, 1882:

CIRCULAR No. 1.

OFFICE OF R. R. COMMISSION OF GEORGIA,
ATLANTA, GA., March 2, 1880.

The tariff herewith furnished for your information has been adopted as a standard "Schedule of just and reasonable rates of charges," which the law requires to be prepared by this Commission for each railroad company of the State. It will constitute the basis upon which such changes of rates may be engrafted from time to time as justice may require. We have not been able, with the information at our command, to determine with sufficient certainty the extent and character of the diversity of conditions among the various railroads of the State, and the possible corresponding diversity of tariffs which may be ultimately required. For this reason we have concluded to make the tariffs uniform, leaving it to each of the companies interested to point out to us wherein its operations would be unjust or unequal to itself.

The law requires that our tariffs shall be published once a week for four weeks in some public newspaper in the cities of Atlanta, Augusta, Albany, Macon, Savannah, Rome and Columbus, before going into effect.

The interval occupied by the publication will furnish to the railroad companies and the public the opportunity of pointing out to the Commission at an early day the particulars in which they may think the tariff submitted will operate unjustly to the respective railroads, localities and interests affected by it. Such suggestions, when made under our rules, will be considered without unnecessary delay by the Commission, and if well founded in their opinion, changes in the tariff will be made to correct the wrong complained of. In this way just and proper changes in rates may be secured without great delay, and such special tariffs established for each railroad in the State as its peculiar condition and circumstances may require, and as shall be just at once to itself and the public.

This tariff will remain in force until so changed.

JAMES M. SMITH, Chairman.
CAMPBELL WALLACE,
SAMUEL BARNETT,
Railroad Commissioners.

CIRCULAR No. 2.

OFFICE OF THE R. R. COMMISSION,
ATLANTA, GA., March 26, 1880.

JAMES M. SMITH,
CAMPBELL WALLACE,
SAMUEL BARNETT. } Commissioners.

The following changes are made in the Standard "Schedule of Maximum Rates" for Passengers and Freights, established by the Commissioners, for each railroad company in this State, viz:

1st. The several Passenger Rates now in use on the Hartwell Railroad, the Cherokee Railroad, the Rome Railroad, and the Sandersville and Tennille Railroad, may be continued as maximum rates on said roads respectively, until changed hereafter by the Commissioners.

2d. The Brunswick and Albany Railroad Company is allowed to make its maximum rates for freights, by adding 30 per centum to the said Standard Rates established by the Commissioners.

3d. The Columbus and Rome Railroad Company is allowed to make its maximum rates for freights, by adding 25 per centum to the said Standard Rates of the Commissioners.

4th. The Northeastern Railroad Company is allowed to make its maximum rates for freights, by adding 10 per centum to the said Standard Rates of the Commissioners.

This circular will be published as the law requires, and a copy of the same is directed to be sent to each railroad company in the State.

JAMES M. SMITH,
Chairman.

R. A. BACON,
Secretary.

CIRCULAR No. 3.

ATLANTA, GA., April 5, 1880.

The following changes are made in the Standard "Schedule of Maximum Rates" for passengers and freights established by the Commissioners:

1st. The Macon and Brunswick Railroad Company may make its maximum rates for freights by adding (20) twenty per centum to the Standard Rates of freights established by the Commissioners.

2d. The Louisville and Wadley Railroad Company is allowed to continue as its maximum passenger rates those charged by it at present.

3d. Lumber, laths, shingles and staves will be classed, when in car loads, at Class O in place of P. Tan-bark in car loads will be Class O.

By order of the Board of Commissioners.

JAMES M. SMITH,
Chairman.

R. A. BACON,
Secretary.

CIRCULAR No. 4.

ATLANTA, GA., April 15, 1880.

1st. The maximum rate for freights for the Savannah, Florida and Western Railroad is hereby fixed at (20) twenty per centum above the Standard Freight Tariff.

2d. For the Central Railroad and Banking Company at (20) twenty per centum above the Standard Freight Tariff, except on cotton, which remains at standard rates.

3d. The Upson County Railroad at (50) fifty per centum above Standard Freight Tariff, for freights; and for passenger tariff rates (1) one cent per mile can be added to its full rates and one-half ($\frac{1}{2}$) cent. to half rates.

4th. Inasmuch as the Georgia Railroad and Banking Company entertain doubts as to their right, under the provisions of their charter, to charge the Standard Freight Rates prescribed by the Commission for short distances, it is ordered that Rule (6) six be so relaxed in its operation as not to require that company to reduce, along the entire line, by reason of reduction on such short distances.

5th. The following changes have been adopted in the Standard Freight Tariff, viz: The columns of rates for Class J—Cotton—and Class K—Fertilizers—shall be as follows:

DISTANCES—	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200
J— CENTS—	12	14	16	18	20	22	24	26	28	30	31	32	33	34	35	35	36	36	37	37
K—CENTS—	5	6	7	8	8	9	9	9½	9½	10	10	10½	10½	11	11	12	12	12	13	13

DISTANCES—	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350
J—CENTS—	38	38	39	39	40	40	41	41	42	42	43	43	44	44	45
K—CENTS—	13	14	14	14	15	15	15	16	16	16	17	17	17	17	1

6th. The following additon is made to "Rules for Sleeping Car Berths:" Provided, however, that for a lower berth, with the upper berth not lowered, the fare may be not exceeding $1.50 for 150 miles or less, and for distances between 150 and 200 miles, not exceeding $2."

By order of the Board of Commissioners.

JAMES M. SMITH,
Chairman.

R. A. BACON,
Secretary.

CIRCULAR No. 5.

ATLANTA, GA, April 28, 1880.

Upon the joint request of the Brunswick and Albany Railroad and the representatives of not less than four fifths of its patrons, the following changes are made in the Freight Rates of that road:

1st. Section No. 2 of Circular No. 2, allowing thirty per cent. advance on Freight Rates, is repealed.

2d. Lumber is transferred from Class O to Class P.

3d. The Schedule of Millers' lumber rates, submitted below to the Commission, is confirmed:

FOR TRAIN OF NOT LESS THAN 10 CARS

For 27 miles per car.....$7 00

For 40 miles per car	$ 8 00
For 44 miles per car	8 25
For 50 miles per car	9 00
For 52 miles per car	9 00
For 71 miles per car	11 25
For 82 miles per car	12 00

The above are "Time" Rates: that is, a charge of one dollar per car per hour, is made for the time consumed in loading the cars at the mills, and in unloading them after they arrive in Brunswick.

FOR TRAIN OF NOT LESS THAN 10 CARS.

For 91 miles per car	$13 00

FOR NOT LESS THAN 15 CARS.

For 130 miles per car	$13 00
For 137 miles per car,	15 00
For 142 miles per car (any number of cars)	16 00

4th. The Standard Rates on Cotton are maintained.

5th. The rates on all other classes of freight are the same as those prescribed in the Standard Tariff, for a distance 70 miles greater, viz: The rate for 10 miles is that fixed by the Standard of 80 miles; for 20 miles that fixed for 90 miles, and so on.

By order of the Commissioners.

JAMES M. SMITH,
Chairman.

R. A. BACON,
Secretary.

CIRCULAR No. 6.

ATLANTA, GA., April 29, 1880.

The following changes are made in the Standard Schedule Rules, etc.:

1st. To Rule No. 6 add the following:

COMPETING LINES, not all within the jurisdiction of the Commission—But when from any point in this State, there are competing lines, one or more, subject to the jurisdiction of the Commission, then any line or lines which are so subject, may, at such competing point, make rates below the Standard Freight Tariff, to meet such competition, without making a corresponding reduction along the line of road.

2d. To Rule No. 3 and the following:

In any ten mile group may be embraced, at the discretion of the railroad, any station not more than two (2) miles beyond the upper limits. Thus, 41½ miles may be put in the group between 30 and 40 miles.

3d. A car load of lumber is 22,500 pounds.

4th On the Savannah, Florida and Western, the Macon and Brunswick, and the Central Railroads, lumber is transferred from Class O to Class P without the addition of twenty (20) per cent. heretofore allowed on lumber in our Circulars Nos. 2, 3 and 4, and these rates to embrace transportation from the mills, without charges for side tracks and to the terminus nearest to the wharves, at Savannah and Brunswick.

By order of the Commissioners.

JAMES M. SMITH,
Chairman.

R. A. BACON,
Secretary.

The above six circulars include all the changes made by the Commissioners in the "Standard" Rates, Rules and Classifications between March 4th, 1880, the date of its adoption, and May 1st, 1880, the date it was put in force.

CIRCULAR No. 7.

ATLANTA, GA., May 7, 1880.

1st. "Ice," "fresh fish," and "meats on ice" or otherwise, when heretofore transported on passenger trains, were permitted to be charged double first-class rates. This permission is hereby revoked, and the maximum freight rates on these articles will be on "less than car loads," 6th class; "on car loads," class L, on any kind of train.

2d. Railroad companies will observe rule 11 strictly.

3d. Bran and millstuffs in car loads will be class P.

By order of the Board of Commissioners.

JAMES M. SMITH,
Chairman.

R. A. BACON,
Secretary.

LETTER TO VIRGIL POWERS, GENERAL COMMISSIONER OF SOUTHERN RAILWAY & STEAMSHIP ASSOCIATION.

OFFICE OF THE R. R. COMMISSION,
Atlanta, Ga., June 3, 1880.

JAS. M. SMITH, Chm'n,
CAMPBELL WALLACE,
SAMUEL BARNETT,
} Commissioners.

VIRGIL POWERS, Esq.,

Gen'l Com. S. R. R. & S. S. Ass'n, Macon, Ga.

DEAR SIR—In reply to your favor of May 18th, and your verbal inquiries of 1st inst., I am directed by the Commissioners to say, that they will be obliged if you will impart the following information to the parties in interest.

Under the law, freights coming from or going beyond the boundary of the State are not within the jurisdiction of the Commissioners. A shipment from Rome to Charleston, passing over the Rome, Western & Atlantic, Georgia, and South Carolina Railroads, for example, could not in any way be regulated by the Commissioners. This *line*, then, "is not subject to the jurisdiction of the Commission." It competes with *lines* to the sea, however, "which are within the jurisdiction of the Commission." All such cases are intended to be covered by Rule 6 to the end that our own roads and seaports may be able to compete with roads and seaports without the State. Shipments *covered by Note* 1, *over more than one road in this State*, being shipped from any point in this State to another point in the State, are held to be within the meaning of that note—the intention being to give the railroads the largest liberty in fostering the industries of the State—and each road in such *line* can lower rates on such articles without conflicting with Rule 6.

Two or more roads in the State, desirous of making joint rates between points on their respective roads, may make such joint rates on articles *not* controlled by Note 1, by taking the rate allowed for an equal distance, if the points were on one road, and applying it to the different roads. For example:

First-Class—Marietta to Atlanta- 20 miles, per 100 pounds.....20 cents.
Atlanta to Macon—103 miles, per 100 pounds.....48 cents.
Macon to MacRae—76 miles, per 100 pounds.....39 cents.

The sum of *these* locals for 199 miles would be, $1 07

But the rate for 199 miles, if on one road, would be per 100 pounds—first class—70 cents. Now, a joint rate of $1.07, or of 70 cents per 100 pounds, could be made, or a rate between these amounts—the railroads making their own divisions of the total rate, between themselves.

Any further information, the Commission will be glad to furnish, if within its power at any time.

I am, respectfully yours,
R. A. BACON, Secretary.

CIRCULAR No. 8.

ATLANTA, GA., June 19, 1880.

Upon a full and fair showing of two months business by the Columbus and Rome Railroad, the allowance of 25 per cent on the "Standard Rates," is continued as the maximum rates as to Cotton, Fertilizers and Lumber, and on all other classes one hundred per cent. on the "Standard Rates" is allowed as a maximum.

JAMES M. SMITH,
Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 9

ATLANTA, GA., July 29, 1880.

Upon careful consideration of the report of the Atlanta and West Point Railroad, its relation to the "Standard Tariff" is changed as follows, viz:

1st. Cotton, Fertilizers and Lumber, maximum remaining at Standard Rates.

2d. On all other classes, maximum rates can be estimated at (25) twenty-five per cent. above Standard Rates.

JAMES M. SMITH,
Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 10.

OFFICE OF THE R. R. COMMISSION,
Atlanta, Ga., Aug. 13, 1880.

JAMES M. SMITH,
CAMPBELL WALLACE,
SAMUEL BARNETT. } Commissioners.

Upon a full and careful consideration of the elaborate reports of the Central Railroad and Banking Company, the Atlanta and Charlotte Air-Line Railway Company, and the Macon and Brunswick Railroad Company, showing the effect of the rates authorized by the Commission on their business for May and June, 1879 and 1880, the following changes are made in the relations of these companies to the Standard Tariff:

The Central Railroad and Banking Company.

1st. The Central Railroad and Banking Company is authorized to operate their railroads in the following divisions: The Savannah; the Southwestern Railroad; the Atlanta; the Savannah, Griffin and North Alabama Railroad.

2d. On the Savannah and Southwestern Railroad Divisions and the Savannah, Griffin and North Alabama Railroad, upon all classes other than "Specials," the maximum Freight rates between 30 and 40 miles to be 50 per cent. on Standard Rates; between 40 and 70 miles, 40 per cent.; between 70 and 100 miles, 30 per cent., and one hundred miles and over 20 per cent. as heretofore fixed.

3d. Upon the Atlanta Division on all classes other than "Specials," the maximum rates to be 30 per cent. over "Standard."

4th. Upon Cotton (Class J) the maximum on either Division or on Savannah, Griffin and North Alabama Railroad, for all distances, shall be 15 per cent above "Standard." All other "Specials" (K, L, M, N, O and P,) remain at "Standard."

5th. A tariff of joint rates on all the roads operated by the Central Railroad and Banking Company, prepared with the approbation of the Commission, will be furnished by the Company on application.

The Macon and Brunswick Railroad Company.

6th. The rates applied to the Savannah Division of the Central Railroad apply also to the Macon and Brunswick Railroad in lieu of rates heretofore in force.

The Atlanta and Charlotte Air-Line.

7th. The maximum rates on this road on Fertilizers are fixed at 15 per cent., and on all other classes at 10 per cent. advance on "Standard Rates."

Rules, Rates and Classification.

8th. In car loads the maximum rates on Rosin and crude Turpentine shall not exceed Class K of "Standard," and on Spirits of Turpentine shall not exceed Class D of "Standard," and reduced rates may be made under Note 1.

9th. Shingles, Laths and Staves are hereafter included in Class O.

10th. To Rule 1 prefix the words, "Unless otherwise specified."

11th. Note 1 having been sometimes misconstrued, is altered so as to read as follows:

NOTE 1. The rates specified for Ores, Sand, Clay, Rough Stone, Common Brick, Bone, Lumber, Shingles, Laths, Staves, Empty Barrels, Wood, Straw, Shucks, Hay, Fodder, Corn in ear, Tan bark, Turpentine, Rosin, Tar, Household Goods, and for articles manufactured on or near the line of road, and for materials in such manufacture are maximum rates, but the roads are left free to reduce them at discretion, and all such rates are exempted from the operation of Rule 6. Any complaints as to such rates will, on presentation, be duly considered. Shippers of car loads in Classes L, M, N, O and P may be required to pay the cost of loading and unloading.

JAMES M. SMITH,
Chairman.

R. A. BACON, Secretary.

CIRCULAR TO RAILROADS.

OFFICE OF THE R. R. COMMISSION,
Atlanta, Ga., October 29, 1880.

In consequence of the accumulation of cotton at this

point and elsewhere in this State, and an injurious blockade of freights anticipated, and now partially existing, the railroad companies in this State are hereby notified that no avoidable blockade of freights will be permitted; and that when such avoidable blockade occurs, because of any arrangement existing between railroad companies for distributing amongst themselves for transportation, according to per centages, the cotton or other freight offered for shipment, such companies will be held accountable for damages arising from such detention. And the railroad companies are requested and directed to remove cotton and other freights when delivered for shipment, to the extent of their facilities, without unnecessary delay, and without regard to any contract, express or implied, that may exist amongst themselves in reference to the division and distribution of freights between the respective companies.

By order of the Commissioners.

R. A. BACON, Secretary.

CIRCULAR No. 11.

ATLANTA, GA., December 11, 1880.

In order to graduate and equalize passenger rates, the railroads in Georgia are divided into three classes for that purpose, as follows:

PASSENGER CLASS A

includes the following:

Those portions of the Central Railroad and its leased lines,
  Between Savannah and Macon,
  Between Augusta and Millen,
  Between Macon and Atlanta,
  Between Macon and Eufaula,
  Between Fort Valley and Columbus,
  Between Smithville and Albany:
Those portions of the Georgia Railroad—
  Between Augusta and Atlanta,
  Between Camak and Macon,
  Between Union Point and Athens;
That portion of the Macon and Brunswick Railroad—
  Between Macon and Brunswick;
The Western and Atlantic Railroad,
The Atlanta and West Point Railroad,
The Atlanta and Charlotte Air-Line Railway,
The East Tennessee, Virginia and Georgia Railroad,
The Selma, Rome and Dalton Railroad,
The Brunswick and Albany Railroad,
The Savannah and Charleston Railroad.

PESSENGER CLASS B.

includes the following:

Those portions of the Central Railroad and its leased lines—
  Between Fort Valley and Perry,
  Between Cuthbert and Fort Gaines,
  Between Gordon and Eatonton,
  Between Albany and Arlington;
  The Upson County Railroad;
The Savannah, Griffin and North Ala. Railroad;
That portion of the Georgia Railroad—
  Between Barnett and Washington:
That portion of the Macon and Brunswick Railroad—
  Between Cochran and Hawkinsville;
The Northeastern Railroad,
The Elberton Air-Line Railroad,
The Rome Railroad,
The Marietta and North Georgia Railroad,
The Cherokee Railroad,
The Columbus and Rome Railroad,
The Alabama Great Southern Railroad.

PASSENGER CLASS C

includes the following:
The Hartwell Railroad,
The Walton County Railroad,
The Lawrenceville Railroad,
The Louisville and Wadley Railroad,
The Sandersville and Tennille Railroad.

On and after February 1, 1881, the passenger rates shall not exceed, for any one passenger with 100 pounds of baggage on railroads, in Class A, three (3) cents per mile; in Class B, four (4) cents per mile; in Class C, five (5) cents per mile; and for children over five and under twelve years of age half the above rates. But a railroad may charge 25 cents as a minimum full rate, and 15 cents for a half rate, when the fare would be less than those amounts.

When the fare does not end in 5 or 0, the nearest sum above so ending shall be the fare.

Tickets on sale at any office in a city must be kept on sale at the depot ticket office of the some railroad, at the same prices.

Railroads are restricted to the above rates as maximum rates only, and have full liberty to reduce these rates, on all and every character of passenger service at their own option.

By order of the Board.

JAMES M. SMITH, Chairman.

R. A. BACON, Secretary.

MINUTE.—The following railroads, coming under the jurisdiction of the Commission, since Circular 11 took effect are placed

IN CLASS A.

The Savannah, Florida and Western Railroad.

IN CLASS B.

The Augusta and Knoxville Railroad.
The Georgia Pacific Railroad.

IN CLASS C.

The Talbotton Railroad.
The Roswell Railroad.
The Waycross and Florida Railroad.

CIRCULAR No. 12.

ATLANTA, GA., February 9, 1881.

The injunction granted in the Circuit Court of the United States in the case of George H. Tilley vs. Savannah, Florida and Western Railroad Company et al, having been dissolved, the following order has been passed by the Commissioners, viz:

1. The relations of the Savannah and Florida and Western Railroad to the Commissioners' "Standard" Tariff, are hereby made the same as those of the Macon and Brunswick Railroad and the Savannah and the Southwestern Railroad Divisions of the Central Railroad, as published in Circular No. 10.

2. The Savannah, Florida and Western Railroad is placed in Passenger Class A of Circular No. 11.

JAMES M. SMITH, Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 13.

ATLANTA, GA., April 14, 1881.

The following changes in the classification adopted March 4th, 1880, are made, to take effect May 1st, 1881:

1st. Barrels, half barrels and kegs, empty, except ale and beer barrels, L. C. L., Class D. Same in car loads, charged at not less than 10,000 pounds, Class K.

2d. Lumber, laths, shingles and staves on all roads, Class P.

3d. Domestics, denims, sheetings, shirtings, tickings, jeans, checks, cotton rope and thread, manufactured on or near any of the railroads within the territory and jurisdiction of this Commission, Class 5.

4th. Melons in car loads (subject to Note 1), Class O.

JAMES M. SMITH, Chairman.
R. A. BACON, Secretary.

CIRCULAR No. 14.

ATLANTA, GA., April 18, 1881.

1st. The relations of the Waycross and Florida Railroad to the Commissioners' "Standard" Freight Tariff are hereby made the same as those of the Savannah, Florida and Western Railway, as published in Circular 12

2d. The Waycross and Florida Railroad is placed in Passenger Class C.

3d. The Commissioners' classification of freight, which took effect on all railroads in Georgia on May 1, 1880, is their present classification, modified only by such changes as have been published in their circulars since that date, and copies of the same should be kept conspicuously posted by the railroads at each depot in the State.

JAMES M. SMITH, Chairman.
R. A. BACON, Secretary.

CIRCULAR No. 15.

ATLANTA, GA., June 8, 1881.

Corn Field and all other peas, car load or less than car load, will be placed in Class D, Standard Tariff.

Marl, ground limestone and slacked lime, in sacks or casks, in car load, or less than car load in Class L.

JAMES M. SMITH, Chairman.
R. A. BACON, Secretary.

CIRCULAR No. 16.

ATLANTA, GA., July 16, 1881.

The following changes in classification take effect August 10, 1881:

1. Rags and paper stock, in sacks, crates or hogshead, C. L., Class 6. Same, less than car load, Class 4.

2. Rags and paper stock, pressed in bales, C. L., Class D. Same, less than car loads, Class 6.

JAMES M. SMITH, Chairman.
R. A. BACON, Secretary.

CIRCULAR No. 17.

ATLANTA, GA., July 29, 1881.

1st. On the Savannah, Florida and Western Railroad the maximum rates for all distances on cotton (Class J,) are hereby made thirty per cent. above the "Standard" Tariff.

2d. And on class goods (1, 2, 3, 4, 5, 6, A, B, C, D, E, F, G, H,) for distances over one hundred miles, twenty-five per cent. above "Standard" Tariff. Other classes remain unchanged.

JAMES M. SMITH, Chairmrn.
R. A. BACON, Secretary.

CIRCULAR No. 18.

OFFICE OF THE R. R. COMMISSION,
Atlanta, Ga., September 1, 1881.

JAMES M. SMITH,
CAMPBELL WALLACE,
SAMUEL BARNETT,
} Commissioners.

1st. On the Savannah, Florida and Western Railroad the maximum rates for all distances on cotton (Class J,) are hereby made forty-five per cent. above the "Standard" Tariff.

2d. And on class goods (1, 2, 3, 4, 5, 6, A, B, C, D, E, F, G, H,) for distances between 0 and 60 miles, 60 per cent; 60 and 100 miles, 50 per cent; 100 and 150 miles, 40 per cent; 150 and 200 miles, 35 per cent; over 200 miles, 30 per cent. above "Standard" Tariff. Other classes remain unchanged.

JAMES M. SMITH, Chairman.
R. A. BACON, Secretary.

CIRCULAR No. 19.

OFFICE OF THE R. R. COMMISSION,
Atlanta, Ga., December 1, 1881.

JAMES M. SMITH,
CAMPBELL WALLACE,
L. N. TRAMMELL
} Commissioners.

The maximum rates allowed on fertilizers will, on and after January 1st, 1882, be twenty (20) per cent. higher than Class K. of "Standard Rates," except when rates have been agreed on between different railroads for a less rate or may hereafter be agreed on by such roads.

JAMES M. SMITH, Chairman.
R. A. BACON, Secretary.

CIRCULAR No. 20.

OFFICE OF THE R. R. COMMISSION,
Atlanta, Ga., Feb. 10, 1882.

The following changes will take effect April 1st, 1882:

1st. An additional class (R) is hereby added

to the Commissioners' freight classification, and the maximum rates per hundred pounds allowed for each of the divisions of that column, (R), in the Commissioners' "Standard Freight Tariff" hereafter, shall be the same as those heretofore allowed Class D, in the "Standard Freight Tariff," which was dated May 1st, 1880.

2d. Spirits Turpentine, C. L., carrier's risk, Class R. Rags, pressed in bales, C. L., carrier's risk, Class R. Rice in car loads, carrier's risk, same maximum rates as Class N. Barrels, half barrels and kegs, empty, except ale and beer barrels, L. C. L., Class R. Under Note 1, reduced rates can be made for these articles.

3d. All connecting railroads, which are under the management and control by lease, ownership, or otherwise, of one and the same company, shall in applying the rates and divisions allowed below on Class C, D and F, be considered as constituting but one and the same railroad. But not less than 25 cents need be charged on any single shipment, for any distance.

4th. The right to charge any additional percentages on Classes C, D and F, which may have heretofore been allowed by circular, to any railroad, is hereby revoked; and the following columns are substituted as the "maximum" rates of the Commissioners' "Standard Tariff" on Classes C, D and F, in lieu of those heretofore in use:

MILES	10	20	30	40	50	60	70	80	90	100	110		
C. per 100 pounds—cents	4½	5½	6	6½	7	7½	8	8½	9	9½	10		
D. per 100 pounds—cents	4	5	5½	6	6½	7	7½	8	8½	9	9½		
F. per barrel—cents	9	11	12	13	14	15	16	17	18	19	20		
MILES	120	130	140	150	160	170	180	190	200	210	220		
C. per 100 pounds—cents	10½	11	11½	12	13	14	14	15	15	16	16		
D. per 100 pounds—cents	10	10½	11	11½	12	13	13	14	14	15	15		
F. per barrel—cents	21	22	23	24	26	28	28	30	30	32	32		
MILES	230	240	250	260	270	280	290	300	310	320	330	340	350
C. per 100 pounds—cents	17	17	18	18	19	19	20	20	21	21	22	22	23
D. per 100 pounds—cents	16	16	17	17	18	18	19	19	19	20	20	20	21
F. per barrel—cents	34	34	36	36	38	38	40	40	42	42	44	44	46

5th. Class C comprises flour and meal in sacks, any quantity, and mill stuffs in less than car-loads.

Class D comprises grain, malt and cow peas, in any quantity, and hay, shucks, fodder and straw pressed in bales, and corn in ear, in car-loads, to be charged as 20,000 pounds.

Class F comprises flour and meal, in barrels, any quantity.

By order of the Board.

JAMES M. SMITH,
Chairman.

R. A. BACON,
Secretary.

CIRCULAR No. 21.

OFFICE OF THE R. R. COMMISSION,
Atlanta, Ga., March 3, 1882.

On and after April 1st, 1882, the rates of freight, transported by regular passenger trains, must not exceed one and one-half the rates allowed by Commissioners "Standard Tariff," for first-class freight by ordinary freight trains; but a charge of 25 cents may be made for any single shipment.

By order of the Board.

JAMES M. SMITH,
Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 22.

OFFICE OF THE R. R. COMMISSION,
Atlanta May 10, 1882.

JAMES M. SMITH,
CAMPBELL WALLACE,
L. N. TRAMMELL.
} Commissioners.

1. The Georgia Pacific Railroad Company and the Augusta and Knoxville Railroad Company are each permitted to add the percentages mentioned below to the Commissioners' "Standard" Freight Tariff and charge such totals as maximum freight rates.

2. Add thirty (30) per cent. to Classes 1, 2, 3, 4, 5, 6, A, B, E, G and H.

3. Add fifteen (15) per cent. to (cotton) Class J.

4. Add twenty (20) per cent. (heretofore allowed every other railroad by Circular 19) to Fertilizers.

5. Classes C, D and F remain at "Standard" rates allowed by Circular 20.

6. All other classes remain at Commissioners' "Standard" rates.

7. The Georgia Pacific Railroad and the Augusta and Knoxville Railroad are each placed in passenger Class B and allowed to charge four (4) cents per mile.

8. The Roswell Railroad and the Talbotton Railroad are each placed in passenger Class C and permitted to charge five (5) cents per mile passenger fare.

By order of the Board.

JAMES M. SMITH,
Chairman.

R. A. BACON, Secretary.

EXTRACTS FROM THE
CONSTITUTION OF GEORGIA.

ARTICLE IV—SECTION II.

Paragraph I. The power and authority of regulating railroad freight and passenger tariffs, preventing unjust discriminations, and requiring reasonable and just rates of freight and passenger tariffs, are hereby conferred upon the General Assembly, whose duty it shall be to pass laws, from time to time, to regulate freight and passenger tariffs, to prohibit unjust discriminations on the various railroads of the State, and to prohibit said roads from charging other than just and reasonable rates, and enforce the same by adequate penalties.

Par III. The General Assembly shall not remit the forfeiture of the charter of any corporation, now existing, nor alter or amend the same, nor pass any other general or special law for the benefit of said corporation, except upon the condition that such corporation shall thereafter hold its charter subject to the provisions of this Constitution; and every amendment of any charter of any corporation of this State, or any special law for its benefit, accepted thereby, shall operate as a novation of said charter, and shall bring the same under the provisions of this Constitution: *Provided*, That this section shall not extend to any amendment for the purpose of allowing any existing road to take stock in or aid in the building of any branch road.

Par. IV. The General Assembly of this State shall have no power to authorize any corporation to buy shares or stock, in any other corporation in this State, or elsewhere, or to make any contract, or agreement whatever, with any such corporation, which may have the effect, or be intended to have the effect, to defeat or lessen competition in their respective businesses, or to encourage monopoly; and all such contracts and agreements shall be illegal and void.

Par. V. No railroad company shall give, or pay, any rebate, or bonus in the nature thereof, directly or indirectly, or do any act to mislead or deceive the public as to the real rates charged or received for freights or passage; and any such payments shall be illegal and void, and these prohibitions shall be enforced by suitable penalties.

Par. VI No provisions of this article shall be deemed, held or taken to impair the obligation of any contract heretofore made by the State of Georgia

Par. VII The General Assembly shall enforce the provisions of this article by appropriate legislation.

EXTRACTS FROM THE CODE OF GEORGIA, OF 1873.

PART II, TITLE III, CHAPTER III.

ARTICLE I.

GENERAL PRINCIPLES.

§2058. *Definition.* A bailment is a delivery of goods or property for the execution of a special object, beneficial either to the bailor or bailee, or both; and upon a contract, express or implied, to carry out this object and dispose of the property in conformity with the purpose of the trust.

§2059. *Property in bailee.* In all cases the bailee, during the bailment, has a right to the possession of the property, and in most cases a special right of property in the thing bailed. For a violation of these rights by any one he is entitled to his action.

§2060. *Care and diligence.* All bailees are required to exercise care and diligence in protecting and keeping safely the thing bailed. Different degrees of diligence are required according to the nature of the bailments.

§2061. *Ordinary.* Ordinary diligence is that care which every prudent man takes of his own property of a similar nature. The absence of such diligence is termed ordinary neglect.

§2062. *Extraordinary.* Extraordinary diligence is that extreme care and caution which very prudent and thoughtful persons use in securing and preserving their own property. The absence of such diligence is termed slight neglect.

§2063. *Gross neglect.* Gross neglect is the want of that care which every man of common sense, how inattentive soever he may be, takes of his own property.

§2064 *Burden of proof.* In all cases of bailments after proof of loss, the burden of proof is on the bailee to show proper diligence.

ARTICLE II.

OF CARRIERS AND HEREIN OF THE LIABILITIES OF RAILROAD AND STEAMBOAT COMPANIES.

§2065. *Definition.* Any person undertaking to transport goods to another place for a compensation, is a carrier, and as such is bound to ordinary dilegence.

§2066. *Common carrier.* One who pursues the business constantly or continuously for any period of time, or any distance of transportation, is a common carrier, and as such, is bound to use extraordinary diligence. In cases of loss the presumption of law is against him, and no excuse avails him unless it was occasioned by the act of God or the public enemies of the State.

§2067. *Carrier of passengers.* A carrier of passengers is bound also to extraordinary diligence on behalf of himself and his agents to protect the lives and persons of his passengers. But he is not liable for injuries to the person, after having used such diligence

§2068. *Effect of notice to limit.* A common carrier cannot limit his legal liability by any notice given, either by publication or by entry on receipts given or tickets sold. He may make an express contract, and will then be governed thereby

§2069 *Duty as to reception of goods, etc* A common carrier, holding himself out to the public as such, is bound to receive all goods and passengers offered that he is able and accustomed to carry, upon compliance with such reasonable regulations as he may adopt for his own safety and the benefit of the public.

§2070. *Time of Responsibility.* The responsibility of the carrier commences with the delivery of the goods, either to himself or his agent, or at the place where he is accustomed or agrees to receive them. It ceases with their delivery at destination according to the direction of the person sending, or according to the custom of the trade.

§2071. *For baggage.* The carrier of passengers is responsible only for baggage placed in his custody, yet a passenger cannot relieve himself from liability for freight by assuming to take care of his own baggage.

☞§2072. *Checks for baggage.* It shall be the duty of the railroad companies to cause their conductors, agents, or employes, to be provided with checks, so as to check all trunks or separate baggage of passengers from station to station on their roads, when required, and it shall be the duty of the conductor of every passenger train to cause, upon application to him, all trunks and baggage to be checked from any station to any point of destination on their road, or any road running under fifty dollars for every failure to comply promptly with such requisition, to be recovered in the Justice's Court of the District where the demand for check was made, out of the company upon whose conductor the demand was made.

§2073. *For delay.* The common carrier is bound not only for the safe transportation and delivery of goods, but also that the same be done without unreasonable delay.

§2074. *Stoppage in transitu.* A stoppage in *transitu* by the vendor or consignor relieves the carrier from his obligation to deliver, nor is he thenceforward responsible for more than ordinary diligence in the care of the goods.

§2075. *When it exists.* The right of *stoppage in transitu* exists whenever the vendor in a sale on credit seeks to resume the possession of goods while they are in the hands of a carrier or middle man, in their transit to the vendee or consignee, on his becoming insolvent. It continues until the vendee obtains actual possession of the goods.

§2076. *Estopped on carrier.* The carrier cannot dispute the title of the person delivering the goods to him by setting up adverse title in himself, or a title in third persons, which is not being enforced against him.

§2077. *Lien.* The carrier has a lien on the goods for the freight, and may retain possession until it is paid, unless this right is waived by special contract or actual delivery. This lien exists only when the carrier has complied with his contract as to transportation. He can recover *pro rata* for the actual distance transported when the consignee voluntarily receives the goods at an intermediate point.

☞§2078. *Freight lists—how made out.* All freight bills or freight lists charged against, or to be collected out of any person for whom a railroad shall carry freight, in this State, shall contain the items of freight charged in said bills, or freight lists, by some certain and specific description, before they shall be collectable.

§2079. *On baggage.* The carrier of passengers has a lien on the baggage not only for its freight, but for the passenger's fare.

§2080. *Fraud on carrier.* The carrier may require the nature and value of goods delivered to him to be made known, and any fraudulent acts, sayings, or concealment by his customers will release him from liability.

§2081. *Limit as to value of baggage.* A carrier of passengers may limit the value of the baggage to be taken for the fare paid: in case of loss, however, and though no extra freight has been demanded or paid, the carrier is responsible for the value of the baggage lost: *Provided*, the same be only such articles as a traveler for business or pleasure would carry for his or her own use.

§2082. *What passengers may be refused.* Carriers of passengers may refuse to admit, or may eject from their conveyance all persons refusing to comply with reasonable regulations, or guilty of improper conduct, or of bad, dissolute, doubtful, or suspicious characters: so they may refuse to convey persons seeking to interfere with their own business or interest.

§2083. *Liability of railroad companies as carriers.* Railroad companies are common carriers, and liable as such. As such companies necessarily have many employees who cannot possibly control those who should exercise care and diligence in the running of trains, such companies shall be liable to such employees as to passengers for injuries arising from the want of such care and diligence.

§2084. *When there are several.* When there are several connecting railroads under different companies, and the goods are intended to be transported over more than one railroad, each company shall be responsible only to its own terminus and until delivery to the connecting road; the last company which has received the goods as "in good order" shall be responsible to the consignee for any damages, open or concealed, done to the goods, and such companies shall settle among themselves the question of ultimate liability.

EXTRACTS FROM THE ACT CREATING THE RAILROAD COMMISSION.

JURISDICTION OF COMMISSION.

SEC. 5—POWERS AND DUTIES AS TO RULES AND REGULATIONS.—That the Commissioners appointed as hereinbefore provided, shall, as provided in the next section of this Act, make reasonable and just rates of freight and passenger tariffs, to be observed by all railroad companies doing business in this State on the railroads thereof; shall make reasonable and just rules and regulations, to be observed by all railroad companies doing business in this State, as to charges at any and all points, for the necessary handling and delivering of freights; shall make such just and reasonable rules and regulations as may be necessary for preventing unjust discriminations in the transportation of freight and passengers on the railroads in this State; shall make reasonable and just rates of charges for use of cars carrying any and all kinds of freight and passengers on said railroads, no matter by whom owned or carried; and shall make just and reasonable rules and regulations, to be observed by said railroad companies on said railroads to prevent the giving or paying of any rebate or bonus, directly or indirectly, and from misleading or deceiving the public in any manner as to the real rates charged for freight and passengers: Provided, that nothing in this Act contained shall be taken as in any manner abridging or controlling the rates for freight charged by any railroad company in this State for carrying freight which comes from or goes beyond the boundaries of the State, and on which freight less than local rates on any railroad carrying the same are charged by such railroad, but said railroad companies shall possess the same power and right to charge such rates for carrying such freights as they possessed before the passage of this Act; and said Commissioners shall have power by rules and regulations to designate and fix the difference in rates of freight and passenger transportation, to be allowed for longer and shorter distances on the same or different railroads, and to ascertain what shall be the limits of longer and shorter distances.

SEC. 6.—DUTIES AS TO MAXIMUM RATES.—That the said Railroad Commissioners are hereby authorized and required to make for each of the railroad corporations doing business in this State, as soon as practicable, a schedule of just and reasonable rates of charges for the transportation of passengers and freights and cars on each of said railroads; * * * and said Commissioners shall, from time to time, and as often as circumstances may require, change and revise said schedules. When any schedule shall have been made or revised, as aforesaid, it shall be the duty of said Commissioners to cause publication thereof to be made for four successive weeks in some public newspaper published in the cities of Atlanta, Augusta, Albany, Savannah, Macon, Rome and Columbus, in this State; and after the same shall be so published, it shall be the duty of all such railroad companies to post, at all their respective stations, in a conspicuous place, a copy of said schedule for the protection of the people.

* * * * * * * *

SEC. 9.—PENALTIES.—That if any railroad company doing business in this State, by its agents or employes, shall be guilty of a violation of the rules and regulations provided and prescribed by said Commissioners, and if, after due notice of such violation given to the principal officer thereof, ample and full recompense for the wrong or injury done thereby to any person or corporation, as may be directed by said Commissioners, shall not be made within thirty days from the time of such notice, such company shall incur a penalty for each offense of not less than one thousand dollars, nor more than five thousand dollars, to be fixed by the presiding judge. An action for the recovery of such penalty shall lie in any county in the State where such violation has occurred, or wrong has been perpetrated, and shall be in the name of the State of Georgia. The Commissioners shall institute such action through the Attorney-General or Solicitor-General, whose fees shall be the same as now provided by law.

SEC. 10.—DAMAGES.—That if any railroad company in this State shall, in violation of any rule or regulation provided by the Commissioners aforesaid, inflict any wrong or injury on any person, such person shall have a right of action and recovery for such wrong or injury in the county where the same was done in any court having jurisdiction thereof, and the damages to be recovered shall be the same as in actions between individuals, except that in cases of willful violation of law, such railroad companies shall be liable to exemplary damages: Provided, that all suits under this Act shall be brought within twelve months after the commission of the alleged wrong or injury.

SEC. 13.—DUPLICATE RECEIPTS.—That all railroad companies in this State shall, on demand, issue duplicate freight receipts to shippers, in which shall be stated the class or classes of freight shipped, the freight charges over the road giving the receipt, and so far as practicable shall state the freight charges over other roads that carry such freight. When the consignee presents the railroad receipt to the agent of the railroad that delivers such freight, such agent shall deliver the article shipped on payment of the rate charged for the class of freights mentioned in the receipt. If any railroad company shall violate this provision of the statute, such railroad company shall incur a penalty to be fixed and collected as provided in section nine of this Act.

SEC 17. That all laws militating against this Act are hereby repealed.

Approved October 14, 1879.

AN ACT

To prevent monopolies in the transportation of freights, and to secure free competition in the same and for other purposes.

SECTION 1. Be it enacted, etc., That from and after the first day of July next, all railroad companies in this State shall, at the terminus, or any intermediate point, be required to switch off and deliver to the connecting road, having the same gauge in the yard of the latter, all cars passing over their lines, or any portion of the same, containing goods or freights consigned, without rebate or deception, by any route, at the option of the shipper, according to customary or published rates, to any point over or beyond such connecting road, and any failure to do so, with reasonable diligence, according to the route by which such goods or freights were consigned, shall be deemed and taken as a conversion in law, of such goods or freights, and shall give a right of action to the owner or consignee, for the value of the same, with interest, and not less than ten per cent. nor more than twenty-five per cent. for expenses and damages: Provided, that should the defendant, in any suit brought under this Act, set up as a defense that the plaintiff has accepted a rebate, or practiced fraud or deception touching the rate, it shall be a complete reply to such defense if the plaintiff can prove that defendant, or its agents, have allowed a rebate or rebates, or practiced like fraud or deceptions from the same competing point, against the rival line.

SEC. 2. That where any railroad in this State joins another at any point along its line, or where two of such roads have the same terminus, either line having the same gauge, may, at its own expense, join its track by the proper and safe switches, with the other, should such other road or company refuse to join in the work and expense.

SEC. 3. That no railroad company shall discriminate in its rates, or tariff of freights, in favor of any line or route connected with it, as against any other line or route, nor, when a part of its own line is sought to be run in connection with any other route, shall such company discriminate against such connecting line, or in favor of the balance of its own line, but shall have the same rates for all, and shall afford the like usual and customary facilities, for interchange of freights, to patrons of each and all routes or lines alike. Any refusal of the same shall give a like right of action as mentioned in the first section of this Act.

SEC. 4. That should any railroad company refuse to allow the connecting switches put in its line, when requested under section two of this Act, it shall and may be lawful for the other road seeking such connection to proceed to procure the right to use so much of the franchise of the former as may be necessary for such purpose, in the manner pointed out in the charter of the Central Railroad and Banking Company for ascertaining the value of, and paying for, private property taken for use of said road.

SEC. 5. That none of the provisions of the foregoing sections of this Act shall apply to shipments or consignments of freights from points beyond the limits of this State, except such as come by sea, and except such as pass over the Western and Atlantic Railroad; and in respect to said road, this Act shall be construed as in harmony with, and in furtherance of, the provisions of the law and contract under which the same is leased, by which discriminations against other lines are forbidden.

SEC. 5. Repeals conflicting laws.

Approved February 28, 1874.

AN ACT

To confer police power upon the conductors of passenger trains in this State, to provide a punishment for a neglect of their official duties, and for other purposes.

SECTION 1. Be it enacted by the General Assembly of the State of Georgia, and it is hereby enacted by the authority of the same, That, from and after the passage of this Act, the conductors of every train carrying passengers within this State are hereby invested with all the powers, duties and responsibilities of police officers, while on duty on their trains: Provided, nothing herein contained shall affect the liability of any railroad company for the acts of its employees.

SEC. 2. Be it further enacted, by the authority aforesaid, That when a passenger is guilty of disorderly conduct or uses any obscene, profane, or vulgar language, or plays any game of cards, or other game of chance for money, or other thing of value upon any passenger train, the conductor of such train, may stop his train at the place where such offense is committed, or at the next stopping place of such train and eject such passenger from the train, using only such force as may be necessary to accomplish such removal, and the conductors may command the assistance of the employees of the company and of the passengers on such train to assist in such removal; and said conductor may cause any person, or persons violating the provisions of this Act, and which are in violation of the laws of this State, to be detained and delivered to the proper authorities for trial as soon as practicable.

SEC. 3 Repeals conflicting laws.

Approved September 13th 1881.

BILL OF COMPLAINT

OF THE

GEORGIA RAILROAD & BANKING CO.,

AND

WILLIAM M. WADLEY,

AGAINST THE COMMISSIONERS.

STATE OF GEORGIA,
FULTON COUNTY.

To the Honorable George Hillyer, Judge of the Superior Court of said County, holding and exercising jurisdiction in equity.

The bill of complaint of the Georgia Railroad and Banking Company, a corporation existing under the laws of said State, and of William M. Wadley against James M. Smith, Campbell Wallace and Leander N. Trammell, composing the Railroad Commission of the State of Georgia, and against Clifford Anderson, Attorney-General of the State of Georgia, the actual and official residences of said Smith, Wallace and Trammell, being in said county of Fulton, and the actual residence of said Anderson being in the county of Bibb, in said State. Humbly complaining, show unto your Honor, your oration, that your orator, The Georgia Railroad and Banking Company was incorporated by a public act of the Legislature of Georgia, assented to December 27, 1833, under the name of the Georgia Railroad, with power to construct a railroad or railroads, as in said act set forth. That by an act of the Legislature of Georgia, approved December 18, 1835, amendments were made to the charter of your orator, The Georgia Railroad and Banking Company, by one of which the name and style of your said orator was changed from The Georgia Railroad to its present name and style, The Georgia Railroad and Banking Company. That by the twelfth section of said first mentioned act it was provided as follows: The said Georgia Railroad Company shall at all times have the exclusive right of transportation or conveyance of persons, merchandise and produce over the railroad and railroads to be by them constructed, while they see fit to exercise the exclusive right: *Provided*, that the charge of transportation or conveyance shall not exceed fifty cents per hundred pounds on heavy articles, and ten cents per cubic foot on articles of measurement for every one hundred miles, and five cents per mile for every passenger: *Provided always*, that the said company may, when they see fit, rent or farm out all or any part of their said exclusive right of transportation or conveyance of persons on the railroad or railroads, with the privilege to any individual or individuals, or other company, and for such term as may be agreed upon, subject to the rates above mentioned. Your orators further show that in pursuance of the authority granted in said twelfth section of the first named act of the Legislature, a certain deed of lease was made and executed between your orator, the seventh day of May, eighteen hundred and eighty-one, by which your orator, The Georgia Railroad and Banking Company, rented and farmed out to your orator, William M. Wadley, its right of carriage and transportation of persons and property for a term of ninety-nine years. Said deed of lease is here in court, ready to be shown to the court, but it is not annexed hereunto as an exhibit in its entirety on account of its great length; but parts of said deed are hereunto annexed, marked Exhibit A, and the usual leave of reference thereto prayed. Your orators further show that by virtue of said first mentioned act of the Legislature, and of said deed of lease there ex

ists at the time of the filing of this bill the following legal status of your orators: Your orator, the Georgia Railroad and Banking Company owns the right in perpetuity to transport persons and property on its lines of railroad, and to charge fare for every passenger, not exceeding five cents per mile, and freight for property at the rate not exceeding fifty cents per hundred pounds for heavy articles, and ten cents per cubic foot for articles of measurement for every one hundred miles. Your orator, William M. Wadley, at present enjoys that right, and will enjoy it for the term limited in the said deed of lease unless it is sooner surrendered or forfeited. Notwithstanding said deed of lease, your orator, The Georgia Railroad and Banking Company, remains liable to the public and to those whose persons and property are transported over the leased railroads for any breach or failure of duty in and about the operation and management of said railroads, and might incur, as well as your orator, William M. Wadley, the penalties hereinafter mentioned.

Your orator further shows that the Legislature of the State of Georgia passed an Act, which was approved the 14th day of October, 1879, and is entitled—

"An Act to provide for the regulation of railroad freight and passenger tariffs in this State, to prevent unjust discrimination and extortion in the rates charged for transportation of passengers and freights, and to prohibit railroad companies, corporations and lessees in this State from charging other than just and reasonable rates, and to punish the same, and prescribe a mode of procedure, and rules of evidence in relation thereto; and to appoint Commissioners, and to prescribe their powers and duties in relation to the same."

That in pursuance of this Act a Board of Commissioners was constituted, designated the "Railroad Commission," composed of three members, which three members were at first James M. Smith, Campbell Wallace and Samuel Barnett, but are now the two first named and Leander N. Trammell.

That said Board have assumed, and still do assume, to prescribe rates of freight and passenger tariffs less than the maximum of those prescribed in the 12th section of said charter, and to make them binding on your orators.

Your orators further show that they have quietly and peaceably (though not always without protest) acquiesced in the requirements of said board. Your orators have so acquiesced not as admitting any right on the part of said Commission to prescribe, or obligation on the part of your orators to obey; but they have done so hoping that the legal rights to be hereinafter stated of your orators would be recognized by said Commission and the oppression of your orators cease. But your orators show that so far from this just expectation being realized said Commission has recently, to-wit: the tenth day of February, 1882, and again the third day of March, 1882, by two instruments known as Circulars No. 20 and No. 21, copies of which, marked Exhibits B and C., are hereunto annexed, and the usual leave of reference prayed, prescribed rates of freight, which are not only unreasonable and unjust, but are far below the rates which your orators are allowed by the 12th section of said charter to charge.

Your orators further show that as to Circular No. 20, they have appealed to said Commission to modify it; but your orators' appeal has been refused in an official communication from said Commission, dated March 16, 1882, a copy of which marked Exhibit D is hereunto annexed and the usual leave of reference thereto prayed. Wherefore your orators bring this their Bill of Complaint and say: 1. That said Circulars Nos 20 and 21 are not legal and binding; for the rates, which they prescribe, are not just and reasonable rates; but on the contrary, they are unjust and unreasonable in that they compel your orators to transport the articles in said circulars specified at rates which not only deprive your orators of fair profits on their business, but require your orators to carry on their business without remuneration. 2. Under paragraph one of section two of article four of the Constitution of the State of Georgia, the power and authority are conferred, and the duty is imposed upon the General Assembly to regulate freight and passenger tariffs; and the Act of October 14, 1879, is unconstitutional and void as being an attempt to delegate legislative powers to said Railroad Commission. 3. Said Act is unconstitutional, null and void, because in conflict with paragraph nine, article first of the Constitution of the State of Georgia, which forbids the imposing of excessive fines, or the inflicting of unusual punishments. 4. The charter of

our orators, The Georgia Railroad and Banking Company, is a contract between the State and your said orator. By said contract your orators have the right to charge any rates of freight and of passenger tariffs not exceeding those limited in said 12th section of said charter. Said Act of the Legislature of October 14, 1879, and said Circulars Nos. 20 and 21, issued in pursuance of said Act forbid your orators under heavy penalties from charging the rates allowed by said contract Wherefore said Act of the Legislature is, by virtue of paragraph 1, section 10, of article 1 of the Constitution of the United States, which prohibits the States from passing any law impairing the obligations of a contract, unconstitutional, null and void.

Your orators aver as the grounds upon which they can come into a court of equity, and seek the relief hereinafter specifically prayed: 1. That said Act of October 14, 1879, fixes a penalty of not less than one thousand dollars, and not more than five thousand dollars for each violation of the rules of said Commission, and your orators, while believing in good faith that they are not bound to obey said rules, cannot afford, in advance of the certain and judicial ascertainment and decision of their rights to act upon such belief, however honestly entertained when the penalty of an honest mistake would be crushing and ruinous to your orators. 2. The said Act of October 14, 1879, and said rules of the Commission, subject your orators to a multiplicity of suits, by which your orators would be greatly harrassed, and in making good their defence to which they would be subjected to great expenses. 3. Your orators can have no adequate relief save by the writ of injunction, restraining said Commission and said Attorney-General as hereafter specifically prayed Your orators pray that: 1. Said Act of October 14, 1879, be declared to be null and void. 2. That said Act be declared to be inoperative against your orators. 3. That said Commission be perpetually enjoined from prescribing rates of fare and freight over said The Georgia Railroad, and its branches, or in any manner enforcing the provisions of said Act of October 14, 1879, and especially said Circulars Nos. 20 and 21. 4. That your orators may have such other and further relief as the nature of the case may require, and to your Honor may seem meet. 5. That the Attorney-General be restrained from instituting any suit of any sort against your orators, or either of them, for the purposes of enforcing the provisions of said Act. To this end, your orators pray not only the State's writ of injunction, directed to said Commissioners and said Attorney-General, restraining them and each of them as hereinbefore prayed; but also the writ of subpœna to be directed to each and every one of them, requiring them and every one of them, on a day to be therein fixed, and under a penalty to be therein limited, to be and appear before your Honor, in this honorable court, there full, true and perfect answers to make to the matters herein set forth, and to stand to and abide the order and decree of this honorable court.

JAS. B. CUMMING,
A. R. LAWTON,
Complainants' Solicitors.

STATE OF GEORGIA,
RICHMOND COUNTY.

You, Charles H. Phinizy, do swear that you are the President of The Georgia Railroad and Banking Company, one of the complainants in the foregoing bill. That what is contained in said bill, so far as it concerns the act and deed of said complainant is true of your own knowledge, and that what relates to the act of any other person you believe to be true.

C. H. PHINIZY.

Sworn to and subscribed before me this 29th day of March, 1882.

[L. S.] HENRY C. GOODRICH,
Notary Public Richmond Co., Ga.

STATE OF GEORGIA,
RICHMOND COUNTY.

You, John W. Green, do swear that you are the General Manager of the Georgia Railroad, and that as such you are the agent and attorney in fact of the Lessee of The Georgia Railroad and its branches, and that what is contained in the foregoing bill, so far as concerns the act or deed of the Lessee, is true, and that what relates to the act or deed of any other person you believe to be true.

JNO. W. GREEN,
General Manager Ga. R. R.

Sworn to and subscribed before me this 28th day of March, 1882.

[L. S.] W. T. RICHARDS, N. P.

EXHIBIT A.

LEASE—THE GEORGIA RAILROAD AND BANKING COMPANY, TO WILLIAM M. WADLEY.

GEORGIA—

This indenture, made this seventh day of May, anno domini, one thousand eight hundred and eighty-one, between The Georgia Railroad and Banking Company, a corporation under the laws of said State, party of the first part, and Wm. M. Wadley of Monroe county, in said State, party of the second part. Witnesseth: That the party of the first part, in conformity with the provisions of its charter, and acting in this behalf, in pursuance of a resolution of its Board of Directors, regularly convened the twelfth day of April, in the year one thousand eight hundred and eighty-one, for and in consideration of the covenants, conditions and agreements hereinafter set forth on the part of the said party of the second part.

Hath rented and farmed out to said party of the second part and his assigns, and does by these presents rent and farm out to said party of the second part and his assigns for the full term of ninety-nine years from the virtue of this indenture to the full extent that the said party has control, except the Western Railroad of Alabama as hereinbefore provided, and that he and they will not for such purpose vote any of the stocks or bonds, of the corporations the power of voting which is hereinbefore given, and that the irrevocable powers of attorney hereinbefore stipulated to be given may be restricted on their face in this respect.

The party of the second part also covenants for himself and his assigns that the party of the first part shall have the power to enter upon and inspect the railroads hereinbefore mentioned and appurtenances, including the rolling stock used on the same, by persons selected by the party of the first part as often as the party of the first part may think proper.

The party of the first part reserves the right, in addition to all other remedies now usual or hereafter to * * * * *Provided always*, that nothing herein contained shall be construed as giving or attempting to give to the party of the second part or his assigns the right to do or omit any act or thing, the doing or omission of which would furnish a ground for *forfeiture* of the charter of the party of the first part, and all such acts and omissions.

* * * * * *

EXHIBIT B.

CIRCULAR NO. 20.

OFFICE OF THE R. R. COMMISSION,
Atlanta, Ga., Feb. 10, 1882.

The following changes will take effect April 1st, 1882:

1st. An additional class (R) is hereby added to the Commissioners' freight classification, and the maximum rates per hundred pounds allowed for each of the divisions of that column, (R), in the Commissioners' "Standard Freight Tariff" hereafter, shall be the same as those heretofore allowed Class D, in the "Standard Freight Tariff," which was dated May 1st, 1880.

2d. Spirits Turpentine, C. L., carrier's risk, Class R. Rags, pressed in bales, C. L., carrier's risk, Class R. Rice in car loads, carrier's risk, same maximum rates as Class N. Barrels, half barrels and kegs, empty, except ale and beer barrels, L. C. L., Class R. Under Note 1, reduced rates can be made for these articles.

3d. All connecting railroads, which are under the management and control by lease, ownership, or otherwise, of one and the same company, shall in applying the rates and divisions allowed below on Classes C, D and F, be considered as constituting but one and the same railroad. But not less than 25 cents need be charged on any single shipment, for any distance.

4th. The right to charge any additional percentages on Classes C, D and F, which may have heretofore been allowed by circular, to any railroad, is hereby revoked; and the following columns are substituted as the "maximum" rates of the Commissioners "Standard Tariff" on Classes C, D and F, in lieu of those heretofore in use:

MILES	10	20	30	40	50	60	70	80	90	100	110													350
C. per 100 pounds—cents . .	4½	5½	6	6½	7	7½	8	8½	9	9½	10													23
D. per 100 pounds—cents . .	4	5	5½	6	6½	7	7½	8	8½	9	9½													21
F. per barrel—cents	9	11	12	13	14	15	16	17	18	19	20													46
MILES	120	130	140	150	160	170	180	190	200	210	220													340
C. per 100 pounds—cents . .	10½	11	11½	12	13	14	14	15	15	16	16													22
D. per 100 pounds—cents . .	10	10½	11	11½	12	13	13	14	14	15	15													20
F. per barrel—cents	21	22	23	24	26	28	28	30	30	32	32													44
MILES	230	240	250	260	270	280	290	300	310	320	330													340
C. per 100 pounds—cents . .	17	17	18	18	19	19	20	20	21	21	22													22
D. per 100 pounds—cents . .	16	16	17	17	18	18	19	19	19	20	20													20
F. per barrel—cents	34	34	36	36	38	38	40	40	42	42	44													44

5th. Class C comprises flour and meal in sacks, any quantity, and mill stuffs in less than car-loads.

Class D comprises grain, malt and cow peas, in any quantity, and hay, shucks, fodder and straw pressed in bales, and corn in ear, in car-loads, to be charged as 20,000 pounds.

Class F comprises flour and meal, in barrels, any quantity.

By order of the Board.

JAMES M. SMITH,
Chairman.

R. A. BACON,
Secretary.

EXHIBIT C.

CIRCULAR NO. 21.

OFFICE OF THE R. R. COMMISSION,
Atlanta, Ga., March 3, 1882.

On and after April 1st, 1882, the rates of freight, transported by regular passenger trains, must not exceed one and one-half the rates allowed by Commissioners "Standard Tariff," for first-class freight by ordinary freight trains; but a charge of 25 cents may be made for any single shipment.

By order of the Board.

JAMES M. SMITH,
Chairman.

R. A. BACON, Secretary.

EXHIBIT D.

OFFICE OF THE R. R. COMMISSION,
Atlanta, March 16, 1882.

MAJ. J. W. GREEN, *G. M.*
Ga. Railroad and Banking Company:

DEAR SIR—Pertaining to your letter of February 27th, and one from Col. E. R. Dorsey, G. F. A., of March 8th, 1882. Subject matter—Request for modification of Circular 20 on your road. The Commission to-day, at a called meeting, after a patient investigation of the papers submitted, resolved to respectfully decline to grant your request as to modification of Circular 20.

I am, very truly,
R. A. BACON, Secretary.

AT CHAMBERS, March 30, 1882.

Let this bill be filed in the office of the Clerk of the Superior Court of Fulton county, and duly served with the order upon the defendants. The defendants will show cause, if any they have, before me at Macon, Ga., at ten o'clock the tenth day of April, why the writ of injunction should not issue as prayed for. In the meantime, the Railroad Commission is restrained from enforcing the Circulars Nos. 20 and 21, set forth in the bill and exhibits, and the Honorable the Attorney-General is restrained from instituting any suit for enforcing said Circulars, or for the disregard by the complainants of the requirements of the same. This order granted by me upon information that Judge Hillyer, of the Atlanta Circuit, is disqualified to preside in the cause.

THOS. G. LAWSON,
Judge S. C. O. C.

AT CHAMBERS, 28th March, 1882.

Being disqualified by reason of interest, I decline to act in this case.

GEO. HILLYER,
Judge S. C. A. C.

ANSWER OF THE COMMISSIONERS.

THE GEORGIA RAILROAD AND BANKING CO., AND WM. M. WADLEY.

vs.

JAMES M. SMITH,
CAMPBELL WALLACE,
LEANDER N. TRAMMELL. } R.R. Commiss'nrs.

and

CLIFFORD ANDERSON, Attorney-General.

Bill for Injunction and Relief in Fulton Superior Court.

The answer of James M. Smith, Campbell Wallace and Leander N. Trammell to the above stated bill of complaint.

These respondents, making the usual reservations, answering say: that they are Railroad Commissioners under the laws of this State, as is charged in said bill; that they admit that the Georgia Railroad Company was chartered by an act of the Legislature of this State as complainants allege; they further admit that by an act passed by said Legislature, December 18th,1835, the corporate name of the said railroad company was changed to the Georgia Railroad and Banking Company; they further admit that the 12th section of said act of 1833 is properly set forth in said bill, but they do not admit, and do deny, that the said section gave to said company the privileges claimed by said complainants. They say that they are advised, and believe it to be true, that it was not the intention of the Legislature, in said section of said charter, to deprive itself, or subsequent Legislatures of said State, of the right to regulate and fix tolls within the limits stated in said provision, upon said road. That in immediate connection with the proviso in said section, under which complainants claim an exemption from the authority of the Legislature and of this Commission in fixing their tolls, it is further provided in said section that, the said company "in the exercise of their right of "carriage or transportation of persons or prop-"erty, or the persons so taking from the com-"pany the rights of transportation or convey-"ance shall, so far as they act on the same, "be regarded as common carriers." That these defendants are advised and believe that it was the intention of the Legislature, in this last provision, to make it obligatory upon said company to charge no more than just and reasonable rates, as prescribed at common law for services rendered by them, and to limit the discretion of said company to what then, in the opinion of the Legislature, would be just and reasonable rates for such services. And so these respondents say that within the limits fixed in said charter, it is still in the power of the Legislature, and is the duty of this Commission to fix and determine what rates on said road are just and reasonable, and that it was not the intention of the Legislature, by any language used in said charter, to deprive the public of the right to supervise and fix the rates of toll to be collected by said railroad company.

These respondents further answering, say that while the provision of said act authorizing said company to farm or lease out its privileges is correctly set forth in said bill; they deny that the said company have pursued the authority granted in said provision. They say that they are advised, and believe it to be true, that it was not the intention of the Legislature, in said provision, to give to said company the right to lease or farm the privilege of conveying merchandize and produce over their said road. That the very language of their charter confines their power of leasing or farming to the transportation or conveyance of persons on their said road. And so these defendants say that in leasing to the said William M. Wadley the right to convey merchandize and produce on said road, the said company acted *ultra vires*. That they had no right or authority of law for conveying said last mentioned franchise to the said Wadley, or any other person. That the right to charge and collect toll for freights on their road was a special trust confided by the

Legislature to said company, and that in assuming to assign the same to said Wadley, they have violated said trust, and for this reason, among others, have shown that neither the said company nor the said William M. Wadley can justly claim the interposition of a court of equity in their behalf in the premises.

Further answering touching said lease, these defendants say, that they believe that the same was not made to the said William M. Wadley, in fact, to be his property. The deed of lease of said property appears to convey to William M. Wadley and his assigns, and it does not appear that the same was to be to said Wadley *and his heirs*, for the term of ninety-nine years. That the said Wadley is in green old age, and it could not have been reasonably expected when said transaction was made that he would live ninety-nine years longer, nor was it intended, as the defendants are advised and believe, that he should take the whole property conveyed, and hence there was no conveyance to his heirs, but the conveyance was made to him with the intent and understanding that he should assign the same to others, who, in effect, should be the lessees thereof. And in manner aforesaid these defendants say that said transaction was arranged and carried out to evade the Constitution and laws of this State, which, n effect, prohibit a suppression of competition iin business, between rival railroad companies in this State. Touching this point, these defendants say that the said Georgia Railroad and Banking Company, and the Central Railroad and Banking Company of this State, of which last mentioned railroad, the said Wm. M. Wadley long had been, and is still the President, were, until the making of said lease, principal competitors from important points for the carrying trade in said State. And these defendants answering from information and belief, charge that the said lease was entered into, and is now being carried out with the purpose and intent of destroying competition between these two great lines of railway, and to build up a monopoly for the benefit of said companies at the expense of the general public of this State.

And these defendants further answering, say that it is their duty under the law, acting for the interest of the public as well as for the interest of the railroads themselves, and manifestly to the interest of the public, that they should be informed of the exact contract relations existing between the railroads of this State. To this end they pray that this answer may be taken as a cross bill, and in order that justice may be done in this case, that the said complainants do answer on oath the same before the hearing of the said application for injunction. They pray that the following interrogatories be answered by the said complainants.

Let the said William M. Wadley answer—

First. For whom were you acting in obtaining the franchises of the Georgia Railroad and Banking Company, which lease is dated May 7th, 1881, and a part of which you have made an exhibit to the bill filed in this case?

Second. In obtaining said lease contract were you or not acting directly or indirectly for the Central Railroad and Banking Company of Georgia, and for the Louisville and Nashville Railroad Company, or for one of them?

Third. If you answer that you were not acting for said companies, or for either of them, in obtaining said lease contract, for what railroad company or corporation were you acting, in obtaining the same? Is any railroad company or corporation, or other company or individual person other than yourself, in your own right, directly or indirectly, interested in said lease contract? If yea, what railroad company or corporation, or other company or individual person is so interested?

Fourth. Has the one million of dollars which it was agreed in said lease contract should be deposited to guarantee the agreements and covenants therein been so deposited? If yea, is the same your money and property, and was it so at the time such deposit was made? If not yours, whose was it at the time of such deposit, and who is now the owner thereof? If such money was or is yours, were you at the time of such deposit, and are you now indebted to any person or corporation for the same, or any part thereof? If so indebted, to what corporation or person were or are you so indebted?

Fifth. Was this lease obtained in your individual right for you William M. Wadley alone? And is no other person or corporation interested, beneficially or otherwise, in the same? If any other person or corporation is so inter-

ested, name the parties so interested, and the amount of their respective interests?

Sixth. Are you not President of the Central Railroad and Banking Company of Georgia? If yea, does this company and the Georgia Railroad and Banking Company compete in the carrying trade over their roads? If yea, point out particularly the manner and the points between which competition exists now, and did exist prior to the date of said contract? Have not said roads common agents at certain points now? If yea, name such points? Is not competition defeated, to some extent, at Newnan, Macon, Milledgeville, Ga., and other points, that were before competitive points between said roads? If not, was not such competition, prior to the lease, defeated to some extent by reason of agreements between the railroads?

Seventh. Is there no other writing to evidence the terms of said lease except that exhibited to your bill? If there be any other, attach the same to your answer, together with all agreements entered into between yourself as lessee, with the said Georgia Railroad and Banking Company, and any and all other persons or companies beneficially interested, either directly or indirectly, in or under said lease contract. If there was any verbal agreement not reduced to writing, please answer and state the terms thereof?

Eighth. Exhibit with your answer all writings and papers touching said lease contract.

Ninth. Have you not assigned said lease to some other person, corporation or company. If so, attach a copy of such assignment to your answer to this cross bill?

Tenth. Is there not some understanding existing between the parties to said lease contract that you shall hereafter assign the same to some individual person, corporation or company, and state fully in your answer all such verbal understandings or agreements in the premises.

Let Charles H. Phinizy, President of the Georgia Railroad and Banking Company, answer –

First. With whom did you or your company negotiate the lease of the Georgia Railroad and Banking Company or its property?

Second. If you or your company made the negotiation of said lease with any person save William M. Wadley, who was that person? State what railroad company or corporation, or other company, or individual person has, or has had a beneficial interest, either direct or indirect, under or by virtue of said contract of lease? What officer or officers of railroad companies contracted with you or your company for such lease? Name all persons or corporations or companies who took at the time said contract of lease was made, or have taken since any beneficial interest in or under the same as assignee of Wm. M. Wadley or otherwise?

Third. Is William M. Wadley the actual and only person interested in and by virtue of said lease? Is or was any railroad or railroad company or other person interested with Wm.M. Wadley, or by assignment from him? If yea, what railroad company or person? and name the extent of such interest. Answer fully.

Fourth. Is there, or has there been since said lease contract was made, or before that time any verbal understanding, not expressed in said lease, and not reduced to writing allowing, or intended to allow, any benefit under said contract to any railroad companies or company, or other companies or individual person other than by your own railroad company? If yea, state the terms of such verbal agreement or understanding. Name the persons to become or that were so interested, and state whether said lease contract was made with reference to such understanding in any manner. Is such verbal agreement or understanding acted upon by you or your company? Is there any memorandum in writing, other than said lease contract itself, intended by the parties thereto to give rights, or effect rights under the same. If yea, attach copies of all such to your answer.

Fifth. Has your charter of 1833 ever been renewed by the Legislature? If yea, when?

Further answering these defendants say that they have never specially assumed the right to prescribe rates for the Georgia Railroad and Banking Company distinct from other railroads of the State. That in discharge of their duty as Railroad Commissioners they have prescribed, under the law, rates applicable to each railroad in the State, but they deny most positively that in doing so they have ever sought or intended to deprive the Georgia Railroad and Banking Company of any right granted to it by the law of its charter. That very soon after entering upon the discharge of their du-

ties it was brought to their attention that the said company claimed certain charter rights as to rates. That the then President of the railroad company was informed by the Commission that if his company was in any manner exempted by law from the jurisdiction and authority of the Commission, it was not the purpose of the Commission to override such exemption. That all such rights as he might have by law would be respected by the Commission. The question of the privileges granted by law to the Georgia Railroad and Banking Company was and is a judicial question, and the Commissioners did not then deem it, nor do they now deem it within their province to act as a court to decide the same, especially when the public served by said road would of right be a party interested in said question, and the Commissioners could have no power to bring the public before them that the public interest might be properly represented. In deference, however, to the claim of special exemption mentioned in said bill, the Commissioners, as far back as April 15th, 1880, in a circular published by them, declared that "inasmuch as the Georgia Railroad and Banking Company entertain doubts as to their "right under the provisions of their charter, to "charge the Standard Freight Rates prescribed "by the Commission for short distances, it is "ordered that Rule six (6) be so relaxed in its "operation as not to require that company to "reduce, along the entire line, by reason of reduction on such short distances." This is still of force, and is here referred to for the purpose of showing the scrupulous regard with which the Commission has ever acted in reference to the complainants pretended claims of charter rights. These defendants do not admit, and never intended to admit by any action taken by them that the said pretended rights which complainants assume to have under their charter were valid. They simply intended to avoid deciding, or seeming to decide, a question which they believed beyond their province, and a question which they then believed, and still believe, quite immaterial to the interest of the railroad company, as well as that of the public.

Further answering, these defendants deny that the rates established by this Commission were ever, so far as these defendants know, put into operation unwillingly by the Georgia Railroad and Banking Company. While the road in fact entered protests, on some occasions, it did so as a mere formality for the purpose, as it avowed, of protecting the charter rights which it pretended to claim, and were so understood by these defendants. The authorities of this railroad company have expressed, not only a willingness but an earnest desire to act in harmony with the Commission, and we have never understood that, except for the purpose of preserving what they pretended to claim might be some of their chartered rights, did they protest against the authority of the Commission.

Further answering these, defendants say that while they will not undertake to state with what hope the said Georgia Railroad Company acquiesced and so long conformed to the requirements of the Commission, they do state most positively that such acquiescence was not the result of any threat or attempt upon the part of the defendants to coerce the said company into such acquiescence. So they do here answer and say, and are warranted in averring, that the long voluntary acquiescence of the campany in the rulings of the Commission was the result of a conviction upon the part of the managing officials of the company that it was subject to the jurisdiction of the Commission, and that no valuable right of its charter, nor its pecuniary interest, was affected thereby.

These defendants, further answering, state that they admit that the Commission, on the date mentioned in said bill, did issue what is therein termed Circulars 20 and 21, and that correct copies of said circulars are exhibited to said bill. But these defendants deny that the rates prescribed in said circulars are unreasonable and unjust; but on the contrary, they say that said rates are reasonable and just. These defendants respectfully submit some of the many reasons which led them to conclude that it was their duty to issue said circulars. Again calling attention to the fact that said circulars are general in their application to the railroads of the State, and that if the said Georgia Railroad, or any other railroad, is exempt by law from the operation of said circulars then they have no application and were never intended to have any application in such exempted cases. Defendants say that early in the history of the labors of the Commission they took into consideration the propriety of so regulating rates

on the railroads of the State as to incidentally encourage and build up the manufacturing enterprises and industries within her limits. They deemed it to be clearly their duty to exercise their powers in this direction as far as the law would permit. The interest of the public required this, and we felt that we would be derelict in duty if we should fail in this regard. But not only was it due to the public but to the railroads themselves, and more manifestly to the latter, that manufacturing enterprises should be established and encouraged along their lines of road. This policy we hoped and believed, and still believe, would make the roads self-sustaining from their local business. Convinced as we were of this, and of our duty in the premises, we adopted what is known as Note 1 in the "Rules and Regulations of the Commission," which was published before the first "Schedule of Rates," adopted by the Commission, went into effect. That note is in the following language:

"NOTE 1.—Rates specified for Ores, Sand, Clay, Rough Stone, Common Brick, Bones, Rough Lumber, Wood, Straw, Shucks, Hay, Fodder, Corn in ear, Tan-bark, Turpentine, Rosin, Tar and Household Goods, are maximum, but the railroads are left free, without violation of any rule, to make lesser rates by special contract. This provision shall apply also to articles manufactured on or near the line of road, and for material used in such manufacture." * * * * * *

The effect of this regulation the Commission hoped would be to induce the railroads to serve the public interests as well as their own interests, by encouraging local industries along their lines of road. In this hope the Commission was, in a large measure, disappointed. Instead of availing themselves of the privilege given them in said note, with but few exceptions, the railroads practically, and in effect, refused to do so. In no manufactured articles was this more perceptible than in meal and flour ground within the limits of this State. The milling interests of the State are of vital importance to the public, and no policy could be more unjust than that which would paralyze this branch of industry within our limits. If these enterprises prosper the producer has a home market for his grain; the consumer has a home market in which he can purchase his bread. Its effect would be to encourage the production of grain in the State, and to encourage all other industries upon which the prosperity of the whole people depends. Any unjust discrimination, therefore, in rates of transportation against the local millers of the State must seriously and damagingly effect all classes of the public.

The course pursued by the railroads in this regard is clearly illustrated by the discriminations in favor of Western and Northwestern millers, grain growers and dealers against our local millers, grain growers and dealers. We beg leave to submit here some examples, many of which may be seen by reference to Exhibits A, B, C, D and E, hereunto attached. It requires about 300 pounds of wheat to make a barrel of flour. To ship that amount of wheat from Cincinnati, Ohio, or Louisville, Ky., to Atlanta, for illustration, and there grind into flour and reship to Augusta, the freight charged would, on the wheat at 31 cents per 100 pounds, be 93 cents; the freight on the flour from Atlanta to Augusta would be 42 cents per barrel. These rates would make the charge, really, on a barrel of flour, ground in Atlanta out of Cincinnati or Louisville wheat, from Cincinnati or Louisville to Augusta $1.35 per barrel, while if the same wheat had been ground into flour at Cincinnati or Louisville and then shipped directly through Atlanta to Augusta, such shipment would have only been charged by the railroads for transportation over the same line and distance the rate of 78 cents per barrel, being a discrimination of 57 cents per barrel against the Georgia miller in favor of the Western miller.

Another striking instance of discrimination against Georgia millers is found in the rate from Cincinnati or Louisville to Charleston, S. C., over the Georgia Railroad. A Cincinnati or Louisville miller can ship a barrel of 200 pounds of flour from his place to Charleston, S. C., through Atlanta, for 30 cents per barrel. If an Atlanta miller shipped 300 pounds of wheat from Cincinnati or Louisville he paid 93 cents freight to Atlanta, after grinding it into flour he then paid 60 cents per 100 pounds, or $1.20 per barrel of 200 pounds of flour to Charleston, making $2.13 per barrel that the Georgia miller really paid on the barrel of flour ground in this State as against 30 cents that the Cincinnati and Louisville miller paid; being a discrimination of $1.83 per barrel against the Georgia miller in favor of the Western miller. We are further informed and believe

that the Western miller was permitted to ship one barrel, or any other quantity, of flour at his low rates, whereas the Georgia miller was required to ship a car load of flour to receive the benefits of the discriminating rates he was charged.

Out of the rate from Cincinnati or Louisville to Augusta, the Georgia Railroad received 17½ cents as toll on a barrel of flour, while out of a rate from Atlanta to Augusta the said road received for hauling the same distance 42 cents per barrel, which was the maximum rate permitted by the Commissioners' schedule of rates, or about two and one-half times as much. Out of a rate from Cincinnati or Louisville to Charleston, S. C., the Georgia Railroad voluntarily accepted 6 1-5 cents as tolls on a barrel of flour; but the proportion of the rate on a barrel of flour shipped by a Georgia miller from Atlanta to Charleston was about 32 cents. That is, over five times as great a rate was collected by the Georgia Railroad on a Georgia miller's barrel of flour shipped to Charleston, S C., as was voluntarily accepted by that road on a barrel of flour shipped by a Cincinnati or Louisville miller the same distance over its road. And in addition the Georgia miller was required to ship a car loard of flour to get the benefit of even this rate, while the Cincinnati miller was permitted to ship any quantity, from one barrel up, at the greatly discriminating rates mentioned granted him by the railroads.

A Georgia miller making, say in Atlanta 100 barrels of flour a day, and shipping the same to Charleston, S. C., would suffer a discrimination against himself as compared with a Cincinnati miller, of $1.87 per barrel, or $187.00 a day upon his business. This discrimination against the Georgia miller is equal to 62 cents a bushel on wheat, and to that extent injures the Georgia wheat grower. The illustrations presented have been confined to the Georgia Railroad. Discriminations on other railroads in the State against Georgia millers and grain growers are equally gross and unjust, as could be easily shown if the same were pertinent in this cause.

These defendants for further illustration refer here to another instance of unjust discrimination against Georgia grain growers, grain elevators and dealers, to which we are informed, and charge that the Georgia Railroad is a party. It is what is called a "Reshipping Rate" at Nashville, Tennessee. The rates from Louisville and other Ohio River points on grain are made on a basis of so much per ton per mile. These rates are invariably less per ton per mile to points in the South, than are the rates from Nashville, or from any place in Georgia to the same points of destination. But the railroads have voluntarily agreed to grant to the Nashville grain dealers and grain elevators a rate at the same per ton per mile which is allowed the dealers at Louisville, Ky., and other Ohio River points. This regulation allows the Nashville dealer and elevator to withdraw the grain shipped from Ohio River points, from the cars of the railroad at Nashville, and to handle and reship the same to points in the South at the lesser rate per ton per mile given to the dealers at Ohio River points. This privilege is denied to the Georgia grain dealer and elevator who are required, if they wish to stop their grain shipped from Ohio River points, to pay the full rate per ton per mile charged from the shipping point to their places of business, and if they reship to pay the much higher rate per ton per mile charged by the Georgia Railroad. For instance, the rate from Louisville, Ky., to Charleston, S. C., was, prior to the date of Circular No. 20, twenty cents per 100 pounds; the rate from Nashville, Tenn., to the same point of destination was eighteen cents per 100 pounds. The rate from Atlanta to the same point was 24 cents per 100 pounds. The Nashville dealer or elevator was permitted to stop grain at Nashville shipped from Ohio River points, by paying the pro rata share of 20 cents per 100 pounds accruing between the Ohio River point and Nashville, which amounted to about 3 55-100 cents per 100 pounds, and then reshipping it and paying the balance of 16 45-100 cents per 100 pounds to Charleston, S. C., thus the rate paid by the Nashville dealer or elevator was no more than the rate paid from the point of shipment on the Ohio River to Charleston, S. C. This reshipping rate applies not only to grain but to all other articles contained in Classes C, D and F, mentioned in Circular 20.

The privilege thus granted to the Nashville, Tenn., dealer and elevator was denied to the Georgia dealer and elevator. The latter was required to pay the rate from Ohio River points to Atlanta, for instance, of 31 cents per 100

pounds on grain; if he reshipped to Charleston he was required to pay an additional rate of 24 cents per 100 pounds from Atlanta; thus the Atlanta dealer was forced to pay for transportation of the same article, shipped from the same original point, and hauled over the same roads, and distance to the same point of destination, 55 cents per 100 pounds. This rate stood against 20 cents per 100 pounds charged the Nashville, Tenn, dealer for precisely the the same service. This discrimination made against Georgia wheat growers and dealers, tended to drive them from the market, and to build up similar interests outside of the State. The difference between the rates given above tended to drive our millers and all dealers in grain without the limits of this State, where they could find markets for their productions free from such unjust discriminations. To these discriminating rates, as has already been indicated, these defendants have been informed, and believe the Georgia Railroad has been, and still is, a voluntary party.

We here repeat that by this mistaken policy on the part of the Georgia railroad companies, we are informed and believe that the millers in this State found themselves unable to compete at their very doors with their competitors in the West and Northwest. That these discriminations also depressed the price of grain grown in this State, so that the Georgia miller could not afford to pay the prices for wheat in competing with the Northwestern miller, with the discriminating rates against him added thereto. He found himself so hedged in and crippled by ruinous rates of transportation as to be forced to carry on his business at great disadvantage, or tear out his machinery and move without the limits of the State. The latter alternative, as these defendants were informed and believe, was held in serious contemplation by many citizens who had embarked in this branch of industry in Georgia.

When these unjust discriminations on the part of the roads, and the injurious consequences likely to result therefrom came to our knowledge, the Commission investigated the whole subject with a view to ascertaining whether it was within the power conferred upon them by law to apply a remedy. The law prohibited the Commission from regulating freights coming from or going without the limits of the State. It had no power to change what is commonly called through rates of freight; but the law expressly makes it the duty of the Commission to make just and reasonable schedules of rates for the roads within the State, upon what is usually called local freights. The Legislature intended that the schedules so made should be just and reasonable for the people—all classes of the people—as well as for the railroads. Our investigations led us very reasonably to the conclusion that if the Georgia Railroad, for instance, could haul a barrel of flour shipped at Cincinnati over the entire line from Atlanta to Augusta for six and one-fifth cents, that twenty-eight cents, the rate allowed them by the Commission in Circular 20, would not be unreasonably and unjustly low for hauling a barrel of flour shipped at Atlanta over the same line and length of road. In this connection, it must be borne in mind that the pro rata share of the rate received by the Georgia Railroad for hauling the Cincinnati flour is a rate agreed upon by and acceptable to that road. The haul in both cases is the same length, and the service the same with the exception of what is called "terminal expenses" on an Atlanta shipment. The rate allowed the Georgia Railroad in Circular 20, is not only sufficient to defray all these terminal expenses, but also to give to the road a large excess over the share allowed it upon the division of the rate from Cincinnati hereinbefore mentioned. If the Cincinnati rates, acceptable to the Georgia Railroad, were just and reasonable to the railroad, then the greatly discriminating rates the road had been charging the Georgia grain growers, millers and merchants were clearly unjust and unreasonable.

These defendants further answering beg to submit the following statement of facts as further illustrative of the justness and reasonableness of the rates allowed under Circular 20. Under that circular the railroads of this State are permitted to charge four and one-half cents per 100 pounds, or nine cents per barrel on flour for hauling the same 10 miles. This is nine dollars per car-load of 20,000 pounds, and is at the rate of nine cents per ton per mile. For 20 miles the charge allowed is five and one-half cents per 100 pounds, or eleven cents per barrel, amounting to eleven dollars per car-load of 20,000 pounds, or five and one-half cents per ton per mile. For 30 miles the charge

allowed is six cents per 100 pounds, or twelve dollars per car-load of 20,000 pounds, which is at the rate of four cents per ton per mile. For 40 miles the charges are six and one-half cents per 100 pounds, or thirteen dollars per car-load of 20,000 pounds, being at the rate of three and one-fourth cents per ton per mile. For 50 miles the charges allowed are seven cents per 100 pounds, which is fourteen dollars per car-load of 20,000 pounds, being at the rate of two and four-fifths cents per ton per mile. For 100 miles, nine and one-half cents per 100 pounds, being nineteen dollars per car-load of 20,000 pounds, which is a rate of one and nine-tenths cents per ton per mile. For 131 miles, eleven and one-half cents per 100 pounds is allowed, or twenty three dollars per car-load of 20,000 pounds, which is a rate of over one and three-fourths cents per ton per mile. For 171 miles, fourteen cents per 100 pounds is permitted, being twenty-eight dollars per car-load of 20,000 pounds, or a rate of one and sixty-four hundredths cents per ton per mile.

The Georgia Railroad received for hauling a barrel of flour 171 miles, when shipped from Cincinnati, out of a rate voluntarily agreed to by that road, 6 1-5 cents per barrel, which is $6 20 per car-load of 20,000 pounds, or 36-100 cents (3 and 6-10 mills) per ton per mile, whereas the lowest rate that Circular 20 required should be charged for hauling flour 171 miles was 28 cents per barrel, which is $28.00 per car-load of 20,000 pounds, or about $1\frac{2}{3}$ cents per ton per mile, being about four and one-half times as great as the rate voluntarily accepted by the Georgia Railroad.

These defendants further answering say that they are informed and believe that the average rate charged per ton per mile on classes C, D and F, comprising flour and grain, shipped to all points on the Georgia Railroad, except Augusta and Athens, Ga., was, during ten months ending January 31, 1882, .3 20-100 cents per ton per mile, while the average rate on similar articles shipped to Athens, Augusta, and points east of Augusta was 88-100 of a cent per ton per mile, being an average discrimination against the local stations of the Georgia Railroad of 2 32-100 cents per ton per mile in favor of its competitive business. The Georgia Road has stated, we are informed and believe, that it thought its revenues would be reduced about $25,000 per annum by putting into force the rates on flour and grain in Circular 20, on its local shipments of such articles, and that its belief was based on the shipments of these articles and revenue derived therefrom, for 10 months, ending January 31, 1882. That this 10 months business showed that the Georgia Railroad had collected $84,841.00 as revenue from Classes C, D and F, named in Circular 20, hauled to Athens, Augusta, and points east of Augusta, and that this amount was an average rate of 88-100 of a cent per ton per mile; while it had collected as revenue on similar articles hauled to all local points on its line, $49,752.00, being an average rate of 3 20-100 cents per ton per mile. That the $84,841.00 was 11 per cent. of the entire revenue of the road derived from freights hauled, and that the $49,752.00 was 6 4-10 per cent. of such entire freight revenue. That the average discrimination against the local consumer in favor of the competitive consumer was 2 32-100 cents per ton per mile. That upon that business for 10 months, if the same proportion continued, the annual reduction in revenue would be $25,000, as before stated. That the Georgia Railroad, in order to receive the $84.841.00 had hauled an amount of flour and grain, and other articles in Classes C, D and F, equivalent to 9,679,958 tons, a distance of one mile, while to earn the $49,752.00 the road had only hauled 1,547,483 tons one mile. Now if the Georgia Railroad should lose $25,000 by Circular 20, rates in one year, it would lose in 10 months, at the same average, about $21,000, but by the addition of only ($2\frac{1}{2}$ mills) a quarter of one cent per ton per mile to its average rate of 88-100 of a cent per ton per mile charged on its competitive business, this supposed reduction would be made up, and even then the rate to its competitive points would be only 1 13-100 cents per ton per mile, which is 2 07-100 cents per ton per mile less than it charged its local shippers.

These illustrations are drawn from copies of "divisions of rates," and other papers furnished by the railroad authorities, and other parties to this Commission, and we believe them to be correct. The discriminations by the railroads against the millers, grain growers and dealers in Georgia north of Atlanta increase over those hereinbefore given, and against similar industries south of Atlanta are about the same. In the illustrations presented we have taken Atlanta, because it is the terminus of the

Georgia Railroad in the interior part of the State, and a central point of trade. The illustration given apply with equal force to other points in the State, and to some with even greater force.

The investigations of the Commission touching the grievances of Georgia millers, farmers, merchants, and the public generally hereinbefore referred to, placed it in possession of the facts here briefly set forth. This information, as before intimated, was drawn, in a large measure, from reports of railroad authorities to this Commission, and for the correctness of this information the Court is respectfully referred to the exhibits hereto attached and made part of this answer.

Possessed of this information, the duty of the Commission, as it seemed to us, was very plain. That this may be clearly seen, we beg here to present to the Court our conclusions drawn therefrom. It already appears in our answer that great and unjust discriminations have been habitually made by the railroads against the local industries of our State in favor of similar industries without the limits of the State.

The suggestion made by the railroads in defense of these discriminations, we considered, and do now consider as unjust and as unfair as are the discriminations themselves. They are unjust, not only to the people of our State, but to the railroads, and serve but to prove in fact the shortsighted policy which unfortunately seems to have controlled the actions of these corporations. It is pretended that freights brought from without the limits of the State and carried even at a rate below cost, enables the carrier to do his business more cheaply for local customers; that it brings just so much more money to the coffers of the carrier, and enables it to be more liberal to local shippers. The mere statement of such a proposition carries with it its own refutation. It would be hard to induce even the most credulous to believe, after the sad experiences of the past, that the Georgia Railroad, for example, would voluntarily consent to lose money hauling Cincinnati and Northwestern freights simply for the benefit of the Georgia public. The truth, as it seems to us, is that in pursuing this policy the railroads have disregarded their own interests as well as that of the public. The true basis of rates is upon the cost of transportation. This cost can only be ascertained by experiment. The road that systematically and persistently carries freights at rates less than cost for its patrons abroad, must, in the course of its business, make up the deficit arising therefrom from its home patrons, or go into bankruptcy. The history of the Georgia Railroad shows that it has so carried, of its own accord, freights from abroad at a very low rate. We do not believe that the wise and capable business men who have had charge of that railroad for years past have intentionally been guilty of the folly of carrying these freights at less than cost of transportation. We believe, and are warranted in believing, that the rates upon their through freights as hereinbefore indicated, have been remunerative to the road, no matter how low such rates may have been. We thought, and still think, as before intimated, that the true interests of the railroads themselves would be promoted and made secure by encouraging and fostering, as far as practicable, the local industries and business of their own State. The policy pursued by many of them has not done this. The true interest of the people of Georgia seems to have been lost sight of in a large measure. It was the duty and the inclination of this Commission to serve what they deemed to be the true interests of the public and the railroads also, in any action which they might take. We could not see, and do not yet perceive the soundness of that policy which would build up the interest of enterprises and industries abroad at the expense of similar enterprises and industries at home. Cheap flour is, of course, desired by our people, and they will purchase where cheapest. If Northwestern flour is cheaper than flour manufactured at home, the consumer will purchase the former, and it is right that he should do so. But if home manufactures can be furnished as cheaply to the consumer as manufactures from abroad, he will very naturally purchase the production of his own home industry. Nor will the benefits of cheap home manufactures be confined strictly to the home consumer. As hereinbefore intimated, the grain grower, the producer of every crude material that enters into any species of manufacture, the merchant who handles such materials or manufactures, and the railroads themselves will all be sharers in the blessings resulting from diversified labor. In the opinion of this

Commission, by this course only can our State become prosperous and truly independent.

Further answering, these defendants say, touching Circular 21, exhibited to complainants' bill, that the same would allow the Georgia Railroad and Banking Company to charge the same rate, with fifty per cent. thereof added thereto, for all classes of freight transported by passenger trains that the road can now charge for first-class freights by regular freight trains. Before said last named circular went into effect this road was permitted to charge double instead of one and one-half times the rates on such freights transported. Consequently the rates allowed by Circular 21 would permit the road to charge three-fourths of the rate before allowed for such freights. Take the rates permitted under Circular 21: If the Georgia Railroad, for example, should choose to transport a car load of 20,000 pounds of freight over their road by passenger train, from Atlanta to Augusta, they could charge therefor $198.00, which is eleven and one-half cents per ton per mile instead of $264.00, the amount the road was allowed to charge at the date that Circular 21 was issued, and which was at the rate of fifteen and one-half cents per ton per mile. For ten miles the rate allowed under Circular 21 would pay the Georgia Railroad for hauling a car load of 20,000 pounds of freight $48.00, or 48 cents per ton per mile, instead of $64.00 per car or 64 cents per ton per mile as at date of said circular. We think it unnecessary to state further facts to show that the rates allowed by Circular 21 are just and reasonable, and would prove remunerative and profitable to the railroad.

Further answering, these defendants say that the said complainants never having put into effect on their own road the rates directed by Circular 20, cannot and do not state of their own knowledge what its effect would be. They state that if these rates were to be put into operation on their road they would reduce the rates a certain amount and thereby reduce their revenue proportionately. Such has not been the experience of this railroad company in conformity with the reduced rates heretofore established by this Commission. Since the Commission went into operation the road has received a much larger revenue than ever before, and these defendants repeat that the complainants do not and cannot know that the effect that Circulars 20 and 21 will not be to increase even these large revenues.

These defendants further state that they have been advised by prominent railroad authorities in this State that seven per cent. per annum net interest on the capital stock, of a railroad, if reliable, would be a satisfactory rate of profit. They have also been informed by equally as high railroad anthority that six per cent. net would be a just and fair profit. These defendants are informed and believe that the Georgia Railroad and Banking Company is now paying as much as ten per cent. per annum dividend on its capital stock under the Commissioners rates, and that its Board of Directors intend to declare, after October 1st next, as much as eleven per cent. net per annum, to be paid quarterly. These large profits show that the action of this Commission has not been injurious to the stockholders of the said company. On the contrary, we submit that they tend to prove that the rates heretofore allowed by the Commission on said road might be considered as unreasonably and unjustly high for the public.

The defendants further answering, say that even should the gross revenue of the complainants' road be reduced $25,000 per annum, as it is claimed by complainants' agent it would be, provided that the rates of Circular 20 were put into force thereon, this supposed reduction would only amount to an actual reduction of the annual dividend declared on its capital stock of about fifty-four (54-100) one hundredths of one per cent., and that the annual net dividend, after such supposed reduction, would then be about ten per cent. and forty-six (10 46-100) one hundredths of one per cent. on the total capital stock, and that we are informed and believe that this net dividend is much larger than any annual dividend declared by said road prior to the enforcement of the Commissioners' schedule of rates, and that, therefore, the rates of Circular 20 are not unjustly or unreasonably low for that road.

Further answering, these defendants say that a reduction of the rates charged by a railroad do not, in many instances, cause a loss of either gross or net revenue, and the Georgia Railroad is an instance of this, for its earnings, under the reduced rates that it has charged since the Commissioners first schedule went

into effect have, we are informed and believe, with very few, if any exceptions, been each month greater than for the corresponding months in either of the two years preceding the date that the Commissioners' schedule of rates went into effect in Georgia, and that the dividends now being paid on its capital stock are very much larger than the dividends paid prior to the date of the Commissioners' schedule of rates, and that, therefore, the Commissioners' rates are neither unjust nor unreasonable to that road.

So far as the question of the constitutionality of the law creating this Commission is concerned, we deem it unnecessary to make answer to the same, further than to say that the questions in reference thereto raised in the complainants' bill, have been argued fully and settled by a court of high authority in this State.

Further answering, these defendants say that for the reasons hereinbefore set forth, the application of complainants for an injunction ought not to be granted, and that the same ought not to be granted for the following additional reasons: Because equity by the laws of this State can only grant a writ of injunction to restrain proceedings "in another or the same court or a "threatened or existing tort or any other act of "a private individual or corporation which is "illegal or contrary to equity and good con-"science, and for which no adequate remedy is "provided at law."

The Railroad Commission of Georgia is not a court, but are simply the agents or commissioners through which the Legislature performs its constitutional duty of prescribing just and reasonable rates for the railroads of this State, and whether rates prescribed by them are just and reasonable is a question which, under the Constitution, is for the Legislature itself to determine. These defendants, as railroad commissioners, have never committed any tort against complainants, and they deny that they have ever threatened to do so. The complainants' bill is not filed against these defendants as private individuals, nor is it complained in said bill that, as private individuals, they have ever committed or threatened to commit any act against complainants which is "illegal or contrary to equity and good conscience, and for which no adequate remedy is provided at law." They deny that they ever have, in any capacity whatever, threatened to commence suit or legal proceedings against complainants for refusing to comply with Circulars 20 and 21.

They further show that they are advised, and believe it true, that complainants show by their bill no legal ground of complaint whatever against these defendants, either as railroad commissioners or individuals. That the complainants aver, in substance, in their said bill that the act under which these defendants were organized, and from which they derive their authority, is unconstitutional, null and void. That this illegal and unconstitutional body, having no binding power and authority whatever, has assumed to prescribe rates on the said railroad, and that such rates are not legally binding on complainants, and, consequently, must be mere *brutem fulmen* on the part of the defendants. If these assumptions by complainants be correct, these defendants submit that Circulars 20 and 21 cannot possibly do any hurt or injury to complainants.

And these defendants ask that they may be permitted to set up these facts by way of demurrer in response to complainants application for injunction, and having fully answered pray to be hence dismissed with their reasonable costs in this behalf laid out and expended.

MYNATT & HOWELL,
Solicitors for Respondents.

"You, James M. Smith, Campbell Wallace and Leander N. Trammell, do swear that what is contained in your answer, as far as concerns your own act and deed, is true of your own knowledge, and that what relates to the act or deed of any other persons you believe to be true."

JAMES M. SMITH.
CAMPBELL WALLACE.
L. N. TRAMMELL.

Sworn to and subscribed before me this April 25, 1882.

C. D. WOODSON,
Notary Public, Fulton county, Ga.

EXHIBIT A.

Rates from Cincinnati, Ohio, Louisville, Ky., and certain Ohio River Points, via Atlanta, per Barrel of 200 Pounds.

—TO—	No. of miles hauled by the Georgia Railroad.	Prorata share of Rate accepted by Georgia Railroad from Railroad Rates, voluntarily. Per Barrel Flour. CLASS F.	Rates in Circular 20 allowed the Georgia Railroad. Per Barrel Flour. CLASS F.	Excess allowed by Rates of Circular 20 over the Rates accepted by the Ga. R R from other Railroads. Per Barrel Flour. CLASS F.	Revenue per ton, per mile, voluntarily accepted by the Ga.R.R. from Rates made by Railroads.	Revenue per ton, per mile, from Circular 20 Rates.	Excess of Revenue per ton, per mile, allowed by Rates of Circular 20 over Rates allowed by Railroads and accepted by Ga. R. R.	Revenue in Dollars and Cents, per car of 20,000 lbs., from Rates accepted by the Georgia Railroad voluntarily from railroads.	Revenue in Dollars and Cents. per Car of 20,000 lbs., from Circular 20 Rates.	Excess of Revenue per car of 20,000 lbs—in dollars and cents—by Circular 20 Rates over the Rates accepted by Ga. R. R. vountarily.
Charleston, or Port Royal, S. C.	171	06.2 cts.	28 cts.	21.8 cts.	0.36 cts	1.64 cts.	1.28 cts.	$ 6 20	$ 28 00	$ 21 80
*Augusta, Ga.	171	17.2 "	28 "	10 8 "	1.00 "	1 64 "	0.64 "	17 20	28 00	10 80
*Milledgeville, Ga.	172	18.5 "	28 "	9.5 "	1.07 "	1.63 "	0.56 "	18 50	28 00	9 50
*Athens, Ga.	135	16.9 "	23 "	6.1 "	1.25 "	1.71 "	0.46 "	16 90	23 00	6 10
*Washington, Ga.	131	25.1 "	23 "	Decrease 2.1 "	1.91 "	1.76 "	Decrease. 0.15 cts.	25 10	23 00	Decrease. 2 10
Totals.	780	83.9 cts.	$1 30	46,1 cts.	5.59 cts	8.38 cts.	2.79 cts.	$ 83 90	$ 130 00	$ 46 10
By taking rates to Augusta, Milledgeville, Athens and Washington, adding them together and then averaging, these totals are gained.	609	77.7 cts.	$1 02	24.3 cts.	1.27 cts	1.67 cts	.40 cts	77 70	102 00	24 30
By taking rates to Charleston, Augusta and Milledgeville (which rates the Georgia Railroad seems to have accepted a prorate on) adding them together and then averaging, these totals are gained.	514	41.9 cts.	84 cts	42.1 cts.	.81 cts	1.63 cts	.82 cts	41 90	84 00	42 10
By taking the rates to Augusta and Milledgeville, which appear to be prorated, adding them and then averaging, these totals are gained.	343	35.7 cts.	56 cts	20.3 cts.	1.40 cts	1.63½cts	.23 cts	35 70	56 00	20 30
By taking the rates to Athens and Washington, which are not prorated. and are consequently arbitrary local rates demanded by the Georgia Railroad, adding them and then averaging, these totals are gained.	266	42 cts	6 cts	4 cts.	1.57 cts	1.73 cts	.16 cts	$ 42 00	$ 46 00	$ 4 00

*The four last named points are the only places on the Georgia Railroad that the Southern Railway and Steamship Association publish rates to, and are used in averaging rates as against Circular 20 rates.

EXHIBIT B.

Rates on Classes C and D per 100 Pounds, and on Class F per Barrel of 200 Pounds, from Cincinnati, Ohio, Louisville, Ky., and certain Ohio River Points.

—TO—		C Per 100 lbs.	D Per 100 lbs.	F Per Barrel.
Atlanta	Total Rate	34 cts.	31 cts.	61 cts.
	Western & Atlantic R R. received	9.9 "	9 "	17 "
Washington, Ga	Total Rate	39 "	36 "	70 "
	Western & Atlantic R R. received	7.3 "	6 7 "	13.1 "
	Georgia Railroad received	14 "	12.9 "	25.1 "
Milledgeville	Total Rate	39 "	36 "	70 "
	Western & Atlantic R. R. received	8.4 "	7 7 "	15 "
	Georgia Railroad received	10.3 "	9.6 "	18.5 "
Augusta	Total Rate	36 "	33 "	65 "
	Western & Atlantic R. R. received	— "	7.1 "	13 2 "
	Georgia Railroad received	9.6 "	8 7 "	17.2 "
Athens	Total Rate	37 "	34 "	67 "
	Western & Atlantic R. R. received	7.3 "	6.6 "	13.7 "
	Georgia Railroad received	9 "	8.2 "	16.9 "
Charleston, Port Royal or Beaufort, S.C.	Total Rate	20 "	20 "	30 "
	Western & Atlantic R. R. received	3.3 "	3.3 "	5 "
	Georgia Railroad received	4 "	4 "	6.2 "
Savannah	Total Rate	20 "	20 "	30 "
	Western & Atlantic R. R. received	3.6 "	3 6 "	5 4 "
	Central Railroad received	7.7 "	7.7 "	11.5 "
Macon City, and for stations on the M. & B., and S. W. R. R.	Total Rate	36 "	33 "	65 "
	Western & Atlantic R. R received	8.6 "	7.9 "	15.5 "
	Central Railroad received	6.4 "	5.9 "	11.6 "

EXHIBIT C.

TABLE A—Statement of Georgia Railroad Revenue and Ton Mileage of Classes C, D and F, for 10 *Months, ending January* 31, 1882. *Through Freight shown here covers Freight to Roads East and to Athens and Augusta, Ga.:*

CLASSES C, D & F.	Revenue.	Percentage on Total Freight Revenue.	Ton Miles	Percentage on Total Freight Ton Miles	Rates per Ton Mile.
Local	$49,752 00	6.4	1,547.483	4.2	3.20 cts.
Through	84,841 00	11.9	9,679,958	26.5	.88 "
Total	$134,593 00	17.4	11,227,441	30.7	1.19 cts.

TABLE B—Statement of Georgia Railroad Revenue and Ton Mileage of Classes C, D and F, for 10 *Months, ending January* 31, 1882. *Through Freight shown here covers Freight to Roads East and to Athens, Augusta, Washington and Milledgeville, Ga.:*

CLASSES C, D & F.	Revenue.	Percentage on Total Freight Revenue.	Ton Miles.	Percentage on Total Freight Ton Miles	Rate per Ton Mile.
Local	$42,620 00	5.5	1,230,092	3.4	3.46 cts.
Through	91,973 00	11.9	9,997,349	27.3	.92 "
Total	$134,593 00	17.4	11,227,441	30.7	1.19 cts.

TABLE C—Statement of Georgia Railroad Revenue and Ton Mileage of Classes C, D and F, to all Stations on Georgia Railroad, for 10 *Months, ending January* 31, 1882, *showing same, exclusive of Freights going to Roads East.*

CLASSES C, D & F.	Revenue.	Percentage on Total Freight Revenue	Ton Miles.	Percentage on Total Freight Ton Miles	Rate per Ton Mile.
Local	$42,620 00	5.5	1,230,092	3.4	3.46 cts.
Competing Stations Georgia Railroad.	70,091 00	9	6,403,934	17.5	1.09 "
Total	$112,711 00	14.5	7,634,026	20.9	1.47 cts.

EXHIBIT D.

		To Macon or Augusta, Ga.		To Savannah, Charleston, S. C., or Brunswick		To Albany or Cuthbert, Ga.		To Thomasville, Ga		To Greenville, S. C.		To points on S. & U. or C. & G. R. R., S. C.		To Athens, Ga.		To Washington or Milledgeville, Ga.		To Americus, Ga.		To Fort Valley, Ga.		To Eastman, Ga.		To Davisboro, Ga.		To Bartow, Ga.		To Jesup.	
		C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.
From St. Louis, Mo.	Freight on 300 pounds Wheat to Marietta, Ga., and on one barrel Flour from Marietta, Ga., to	$ 1 67	$ 1 85	$ 1 98	$ 2 05	$ 1 98	$ 2 05	$ 2 11	$ 2 40	$ 1 93	$ 1 98	$ 2 23	$ 2 23	$ 1 83	$ 1 83	$ 1 85	$ 1 85	$ 1 91	$ 2 01	$ 1 84	$ 1 89	$ 1 90	$ 2 15	$ 1 91	$ 2 01	$ 1 96	$ 2 01	$ 2 12	$ 2 52
	Freight on one barrel of Flour direct from St. Louis to	93	93	69	69	1 18	1 18	1 55	1 55	86	86	99	99	83	83	86	86	1 29	1 29	1 19	1 19	1 25	1 25	1 29	1 29	1 31	1 31	1 17	1 17
	Difference in favor of Flour shipped direct from St. Louis as against Marietta mills per barrel	74	92	1 38	1 45	80	97	56	85	1 07	1 09	1 24	1 24	1 00	1 00	99	99	65	72	65	70	65	90	65	72	65	70	95	1 35
From Louisville, Ky., or Cincinnati, Ohio.	Freight on 300 pounds Wheat to Marietta, Ga., and on one barrel of Flour from Marietta, Ga., to	1 49	1 58	1 71	1 78	1 71	1 78	1 84	2 13	1 68	1 68	1 96	1 96	1 56	1 56	1 60	1 60	1 67	1 74	1 57	1 68	1 63	1 88	1 67	1 68				
	Freight on one barrel Flour direct from Louisville, Ky., or Cincinnati, Ohio, to	78	78	50	50	1 16	1 16	1 55	1 55	86	86	99	99	83	83	86	86	1 11	1 11	1 02	1 02	1 09	1 09	90	90				
	Difference in favor of Flour shipped direct from Louisville or Cincinnati as against Marietta mills per barrel	62	80	1 21	1 28	55	62	29	58	82	82	97	97	73	73	74	74	56	63	55	65	54	79	77	78				
From Nashville, Tenn.	Freight on 300 pounds Wheat to Marietta, Ga., and on one barrel of Flour from Marietta, Ga., to	1 16	1 31	1 47	1 54	1 47	1 54	1 60	1 89			1 72	1 72	1 32	1 32	1 36	1 36	1 13	1 60	1 35	1 44	1 46	1 61	1 43	1 50				
	Freight on one barrel of Flour direct from Nashville to	62	62	55	55	1 09	1 09	1 39	1 39			80	80	69	69	70	70	96	96	86	86	92	92	96	96				
	Difference in favor of Flour shipped from Nashville as against Marietta mills per barrel	54	72	92	99	47	51	21	50			92	92	63	63	66	66	47	64	47	58	54	72	47	64				

EXHIBIT E.

Rule 6 and Note 1 of the Rules and Regulations of the Railroad Commission.

RULE 6. REGULATIONS CONCERNING FREIGHT RATES.—The freight rates prescribed by the Commission are maximum rates, which shall not be transcended by the railroads. They may carry, however, at less than the prescribed rates, provided, that if they carry for less for one person, they shall for the like service carry for the same lessened rate for all persons, except as mentioned hereafter; and if they adopt less freight rates from one station, they shall make a reduction of the same per cent. at all stations along the line of road, so as to make no unjust discrimination as against any person or locality.

COMPETING LINES NOT ALL WITHIN THE JURISDICTION OF THE COMMISSION.—When, however, from any point in this State there are competing lines, one or more not subject to the jurisdiction of the Commission, then the line or lines which are so subject, and are working at the lowest rate under the rules, may at such competing point, or other point injuriously affected by such competition, make rates below the Standard Tariff, to meet such competition, without making a corresponding reduction along the line of road.

NOTE 1.—The rates specified for Ores, Sand, Clay, Rough Stone, Common Brick, Bone, Lumber, Shingles, Laths, Staves, Empty Barrels, Wood, Straw, Shucks, Hay, Fodder, Corn in ear, Tan bark, Turpentine, Rosin, Tar, Household Goods, and for articles manufactured on or near the line of road, and for materials used in such manufacture, are maximum rates, but the roads are left free to reduce them at discretion, and all such rates are exempted from the operation of Rule 6. Any complaints as to such rates will, on presentation, be duly considered. Shippers of car-loads in Classes L, M, N, O and P may be required to pay the cost of loading and unloading.

JUDGE LAWSON'S DECLINATION.

The Georgia Railroad and Banking Company, and William M. Wadley, vs. James M. Smith, Campbell Wallace, Leander N. Trammel, Railroad Commissioners, and Clifford Anderson, Attorney-General.—In Fulton county. In Equity, and motion for injunction.

The undersigned declines to hear and decide the above motion for the following reasons: He is the Secretary and Treasurer of the Eatonton Branch Railroad, a corporation created by the laws of Georgia. Said railroad is leased for an indefinite term of years to the Central Railroad and Banking Company for the sum of fourteen thousand dollars, payable annually, and has nothing whatever to do with the transportation of passengers or property over its tracks and nothing to do with the charge for such transpor ation. It has a President and Board of Directors who have elected the undersigned to the office above stated. His duty in said office is to receive and distribute as dividends among the stockholders of the Eatonton Branch Road the above sum of money, to retain for taxes, and pay taxes on the property of the company, to keep the minutes of the board and attend to the transfer of stock on the books of the company and countersign the scrip issued therefor. He receives his compensation from the Eatonton Branch Road as well as his employment; he is not in anywise employed by the Central Railroad and Banking Company, receives no compensation from it, owes no duty to it, and neither it nor its officers have any control whatever over him in the conduct of his office.

But inasmuch as the bill in the above cause assails the Act creating the Railroad Commission on the ground that it is unconstitutional, null and void, and inasmuch as every railroad in the State is directly or indirectly interested in the question, the undersigned, without inquiry into the question as to his legal disqualification to hear and determine said cause, concludes that it would, in view of the facts above stated, be improper for him to do so: the more especially so, as the defendant considers him disqualified. His connection with the Eatonton Branch Railroad did not suggest itself to him at the time he granted the restraining order, and did not occur to him relatively to this case earlier than yesterday. The duties of his said office are so trivial and so infrequent, outside of the annual payment of the dividends, that the impropriety of his presiding in said cause had not occurred to him in time to give earlier information to the parties.

THOMAS G. LAWSON,
Judge S. C. O. C.

May 25, 1882

DEMURRER OF COMPLAINANTS

To the Cross Bill of the Railroad Commissioners.

The Georgia Railroad and Banking Company, and William M. Wadley, Lessee, vs. James M. Smith, Campbell Wallace, Leander N Trammell, Railroad Commissioners, and Clifford Anderson, Attorney-General.—Bill for Injunction, Fulton Superior Court.

These complainants, (defendants in said cross bill), by protestation, not confessing or acknowledging all or any of the matters and things in said cross bill to be true in such manner and form as the same are therein and thereby set forth and alleged, do demur thereto, and for cause of demurrer show that said defendants have not by their said cross bill made such a case as entitles them in a court of equity to any discovery or relief from or against complainants touching the matters contained in said cross bill, or any of such matters.

And for special cause of demurrer, complainants say—

1. That said cross bill is not confined to the matters in litigation in the original bill.
2. That it neither seeks discovery in aid of the defence, nor any relief from or against complainants.
3. That defendants have no interest as to the matters of so much of their answer as makes this cross bill.
4. That discovery is sought for the purpose of enforcing a penalty or forfeiture.

Wherefore and for divers other good causes of demurrer appearing in said cross bill these complainants do demur to the said cross bill and to all the matters and things therein contained, and humbly pray the judgment of this honorable court whether they shall be compelled to make any other or further answer to said cross bill.

JOS. B. CUMMING,
A. R. LAWTON,
Complainant's Solicitors.

ANSWER OF GEORGIA RAILROAD & BANKING COMPANY.

The Georgia Railroad and Banking Company, and W. M. Wadley, vs. James M. Smith, Campbell Wallace, Leander N. Trammell, Railroad Commissioners, and Clifford Anderson, Attorney-General.—Bill for Injunction and Relief, Fulton Superior Court.

Answer and cross bill filed by defendants.

The separate answer of the Georgia Railroad and Banking Company to the cross bill of defendants in the above stated case.

This respondent, making the usual reservations as to the insufficiency, irregularity, etc., in said cross bill, and being advised that it is only necessary that answer should be made to the specific interrogations, propounded in said cross bill to Charles H. Phinizy, President of this respondent, answering, says:

1. This respondent negotiated the lease of the Georgia Railroad and the property belonging to the Georgia Railroad and Banking Co, with this respondent's co-complainant, William M. Wadley, and with him alone.

2. This respondent having made the negotiation of said lease with said William M. Wadley, there is no person to be named in answer to the first part of defendant's second interrogatory.

Answering the rest of said interrogatory, this respondent says: No officer or officers, as such, of any railroad companies contracted with this respondent for said lease. The contract was negotiated and made solely with the said Wm. M. Wadley, who was then and is now the President of the Central Railroad and Banking Co. of Georgia, but who negotiated and contracted as an individual with respondent in this behalf. No individual, other than the said William M. Wadley, and no corporation took any beneficial interest in, or under the contract of lease, at the time the same was made. As to what railroad company or corporation, or other company or individual, has at any time had any beneficial interest, either direct or indirect, under or by virtue of said contract of lease, or has taken any beneficial interest thereunder as assignee of the said William M. Wadley, this respondent says, that nothing is known unto this respondent except by hearsay. That such information as this respondent has touching the matters inquired of in this interrogatory is set forth in the answer of this respondent's co-complainant, William M. Wadley, to the second interrogatory propounded to him in the cross bill, and this respondent believes that the facts therein set forth are true.

3. This respondent's co-complainant, Wm. M. Wadley, individually, is the actual and only person with whom this respondent has at any time dealt in negotiating and making said lease, and touching all matters relating to said lease since the same was made. As to the interest of any railroad or railroad company, or other person with the said William M. Wadley, or by assignment from him, this respondent has no knowledge except from hearsay; and this respondent again refers to the answer of the said William M. Wadley to the second interrogatory, propounded to him in the cross bill, for all the information which this respondent has touching the matters here inquired of.

4. There is not, and there has not been since said lease contract was made, or before that time, any verbal contract whatsoever, between this respondent and any other person, natural or artificial, allowing or intending to allow any benefit under said contract to any railroad company or other company, or companies or individual.

There is no memorandum in writing, made by this respondent with any person, natural or artificial, other than the lease itself, intended to give rights, or to affect rights under said lease.

The only instrument in writing, other than the deed of lease, touching said lease, of which this respondent has any knowledge, is the memorandum of agreement to make the lease, dated April 13, 1881, a copy of which is hereunto annexed, marked Exhibit M.

In reference to this instrument this respondent says that Moses Taylor and Samuel Sloan, whose names are signed to said instrument by William M. Wadley as his associates, declined to enter with him into the lease provided for by this memorandum. So that when said lease was executed, May 7, 1881, it was made by this respodent with William M. Wadley alone, in his individual capacity; and with him alone, in such capacity, has this respondent dealt in all matters pertaining to said lease, and to him alone in such capacity, and to the security deposited by him, does this respondent look for the fulfilment of the terms of said lease.

5. The charter of this repondent, granted by the Legislature of Georgia, December 21, 1833, has never been renewed.

It has been amended at various times by public Acts of the Legislature, approved at the dates following, to-wit:

December 18, 1835.
December 22, 1835.
December 26, 1836.
December —, 1837.
December 22, 1840.
November 24, 1841.
December 9, 1843.

January 21, 1852.
December 11, 1858.
March 9, 1865.
October 5, 1868.
March 19, 1869.
October 12, 1870.
October 19, 1870.
February 28, 1874.
February 27, 1875.
February 26, 1877. Three acts of same date.

And this respondent having fully answered prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

JOS. B. CUMMING,
A. R. LAWTON,
Complainant's Solicitors.

STATE OF GEORGIA--RICHMOND COUNTY.

You, Charles H. Phinizy, do swear that you are President of the Georgia Railroad and Banking Company, and that what is contained in the foregoing answer, so far as it relates to your own act and deed as President and to the act and deed of said company, is true of your own knowledge, and so far as it relates to the act and deed of any other person, you believe it to be true. C. H. PHINIZY.

Sworn to before me this 12th day of May, 1882.

[L. S.] FRANK E. FLEMING,
Not. Pub. Richmond Co., Ga.

EXHIBIT M.

STATE OF GEORGIA.

This agreement, made this 13th day of April, 1881, between the Georgia Railroad and Banking Company of the first part, and William M. Wadley, Moses Taylor, Samuel Sloan, and others, their associates of the second part—

WITNESSETH, That the party of the first part, acting in this behalf in conformity with a resolution of its Board of Directors regularly convened April 12th, 1881, has rented and farmed out to the parties of the second part for the full term of ninety-nine years from the first day of April, 1881, all its general and exclusive privileges of transporting and conveying persons, merchandise and produce over the lines of railroad owned or controlled by the party of the first part to the full extent, and subject to all the obligations and with all the privileges of the party of the first part, and also the use and enjoyment of the property of the party of the first part as hereinafter set forth.

That is to say, as follows:

The Georgia Railroad from Augusta to Atlanta and its branches, viz: The branch from Camak to Warrenton, the branch from Barnett to Washington and the branch from Union Point to Athens, and also the railroad known as the Macon and Augusta Railroad, from Warrenton to Macon. Also its right, claim and interest in, to, and upon the Walton Railroad.

Also, all the right to manage, control and use the Western Railroad of Alabama, which the party of the first part now has or is entitled to have.

Provided, That when either branch of the Western Railroad of Alabama, from Opelika into Georgia, shall be sold one-half of the proceeds of the sale shall be received by the party of the first part, but in consideration that the parties of the second will thereby lose the free use of the interest, of the party of the first part, in said branch so sold, the party of the first part will pay to the parties of the second part, interest on said half of the proceeds at the same rate that the then bonds of the Western Railroad of Alabama may bear at the date of payment of the interest on said bonds.

The party of the first part also agrees to assign and transfer to the parties of the second part, for and during said term of ninety-nine years, the income of the stock now held by the party of the first part in the Atlanta and West Point Railroad Company, to-wit; Four thousand four hundred and nine shares, and in the Rome Railroad Company, to-wit: Fourteen hundred and eighty-nine shares and three-eighths of a share.

Also to give to the parties of the second part an irrevocable power of attorney to vote said stocks as fully as the party of the first part might vote them if this agreement had not been made.

Also to assign and transfer to the said parties of the second part, for and during said term of ninety-nine years, the income of the stock and bonds held by the party of the first part in the Port Royal and Augusta Railroad Company and to give to the parties of the second part an irrevocable power of attorney to vote said stocks and bonds as fully as the party of the first part could vote them if this agreement had not been made; but this provision is not to include claim of the party of the first on the Compress Company of Port Royal, its Elevator Compress and other property.

This agreement is not to affect the ownership, use and enjoyment of the party of the first part as to all the cash, notes, claims, demands, rights and credits owned by the party of the first part on the first day of April, 1881.

The party of the first part also agrees to deliver to the parties of the second part at the expense of the party of the first part all steel rails which have been contracted for by the party of the first part.

Provided always, That the Banking House, banking privileges and business are nowise affected by this agreement, and provided further that lands, houses or tenements belonging to the party of the first part other than its elevator in the city of Augusta not necessary for railroad purposes, are not affected by this agreement and that contracts relating to such houses,

lands and tenements, made before the date of of these presents, although not yet executed, shall not be affected by this agreement, but may be carried out by the party of the first part.

Party of the first part also agrees to pay the principal and interest of the bonds of the party of the first part and of the Macon and Augusta Railroad Company.

Also to pay the taxes which may be payable under the charter of the party of the first part on the rental hereinafter stipulated or so much thereof as may be taxable, and also any taxes, if any, which may become by law collectable from the party of the first part on the shares of its stock in the hands of its shareholders but all other taxes which may be payable on the property and franchises which, or the control, use or enjoyment of which is hereby rented, farmed out, assigned or transferred to the parties of the second part, shall be paid by the parties of the second part.

All contracts now existing between the party of the first part and other railroad companies, except as otherwise hereinbefore provided for, shall be carried out by the parties of the second part.

In consideration of the things hereinbefore agreed to be done by the party of the first part, the parties of the second part hereby agree to pay to the parties of the first part the sum of six hundred thousand dollars annually for the full term of ninety-nine years, in two semi-annual payments of three hundred thousand dollars each, at such times as the party of the first part may hereafter designate, said payments to be made in such money as is legal tender of the United States at the time of such payments.

Also to return the property hereinbefore rented, farmed out and assigned to the parties of the second part, in as good condition as it is now in, and unimpaired in value, that is to say, the railroads and their appurtenances, as well adapted to the business of transportation as they now are, and the personal property in personal property equal in value and as well adapted to its uses as it now is. And all the property substituted for and added to that which is hereby rented and farmed out shall be the property of the party of the first part, to the same extent as the original property for which it may be substituted, or to which it may be added.

And the parties of the second part also agree to keep the railroads and their appurtenances and the means of transportation in first-class condition of such property; the parties of the second part also agree to indemnify the party of the first part against any damages, losses, or liabilities which may be incurred by reason of the operation of the railroads, the use and control of which is hereby granted and farmed out.

The parties of the second part further agree that they will pay the interest demandable of the party of the first part on the bonded debt of the Western Railroad of Alabama so that said indebtedness shall never be increased, and at the termination for any cause of this agreement to return the property which the party of the first part have in said railroad without any greater incumbrance than it now bears.

It is also agreed that the privileges of free passage to the stockholders and directors of the Georgia Railroad and Banking Company shall be continued to the same extent as they are now enjoyed by stockholders and directors respectively under the usages of the party of the first part.

The parties of the second part shall have no power to encumber or to permit to be encumbered any of the property passing into the control of the parties of the second part by this agreement.

The party of the first part shall have the right to enter upon and inspect the railroad and appurtenancies, including the rolling stock used on the same, by persons selected by the party of the first part as often as the party of the first part may think proper, and not less than twice in each year.

The party of the first part reserves the right, in addition to all other remedies now usual, or hereinafter to become usual in the law, to enter upon and resume possession and enjoyment of all its property for the breach of any of the stipulations of this agreement.

At the termination, for any cause, of this agreement, all necessarry and proper betterments which shall have been made by the parties of the second part shall be paid for by the party of the first part at their then fair value.

Provided always, That nothing herein containd shall be construed as giving, or attempting to give, to the parties of the second part the right to do, or to omit to do, any act or thing, the doing or omission of which would furnish a ground for forfeiture of the charter of the party of the first part, and all such acts or ommissions are hereby declared to be contrary to the terms and spirit of this agreement and void.

In order to guarantee the performance of the agreements hereinbefore made of the parties of the second part, said parties of the second part further agree to deposit, in such place and in such manner as the President of the party of the first part may designate, $1,000,000 in bonds of the United States, or in bonds of equal value. Said bonds to be kept up to the clear market value of $1,000,000, provided that the parties of the second part shall have the privilege of collecting for their own benefit the income of said bonds, and of changing the kind of bonds from time to time.

It is also agreed that within sixty days from the date of these presents a full and complete inventory of all the property delivered under this agreement, showing its character and value, shall be made by two disinterested experts and annexed to this agreement as a part thereof. Said inventory to be made at the joint expense of the parties of the first and second part.

And it is mutually agreed that any other instrument cr instruments advised by counsel learned in the law to be requisite or proper to carry out the intentions and designs of the parties in this behalf, according to their true spirit and interest, will be duly executed by the parties.

In witness whereof the party of the first part has caused its President to sign and its Cashier to countersign these presents and to affix its corporate seal hereunto, and the parties of the second part acting in this behalf by William M. Wadley have signed and sealed these presents the day and year first above written.

THE GA. R. R. & BANK'G CO.,
By C. H. PHINIZY, President.
GEO. P. BUTLER, Secretary.
WM. M. WADLEY. [L. S.]
MOSES TAYLOR,
By WM. M. WADLEY. [L. S.]
SAMUEL SLOAN,
By WM. M. WADLEY. [L. S.]

Signed, sealed and delivered in the presence of
HENRY C. GOODRICH,
Not. Pub. Richmond Co., Ga.

ANSWER OF WILLIAM M. WADLEY
TO ANSWER AND CROSS BILL FILED BY DEFENDANTS.

The Georgia Railroad and Banking Company, and William M. Wadley, vs. James M. Smith, Campbell Wallace, Leander N. Trammell, Railroad Commissioners, and Clifford Anderson, Attorney-General.—In Equity. Bill for injunction and relief, in Fulton Superior Court.

The separate answer of Wm. M. Wadley, to the cross bill of defendants in the above entitled case.

This respondent, making the usual reservations as to the insufficiency, irregularity, etc., in said cross bill, and being advised that it is only necessary and proper that he answer unto the specific interrogatories propounded to him, as one of the complainants in the orignal bill, answering, says:

First. This respondent, in negotiating for, and securing, the lease of the Georgia Railroad, as formerly evidenced by a written paper dated May 7, 1881, a part of which is attached to the complainants' bill, as an exhibit in this case, acted for himself alone, and on his own responsibility.

Second. This respondent, in obtaining said lease-contract, was not acting directly or indirectly for the Central Railroad and Banking Company of Georgia. Indeed the Central Railroad and Banking Company had, shortly before that time, expressly refused to entertain a proposition for the lease of the Georgia Railroad; and this respondent had not conferred with the Louisville and Nashville Railroad on the subject of the lease.

Third. This respondent has already answered that he was not acting for the railroad companies named, or either of them, in obtaining the lease of the Georgia Railroad, and now repeats the same statement. And in further response to this interrogatory, says that after he had effected his purpose, and secured the execution of the lease of the Georgia Railroad, the Central Railroad and Banking Company of Georgia and the Louisville and Nashville Railroad Company did become interested in the working of the Georgia Railroad under said lease to this respondent, and in this wise:

On or about the first day of June, 1881, after this respondent had secured the lease, and was in full possession and control under it of the Georgia Railroad, the Central Railroad and Banking Company agreed to pay to this respondent $12,500 in money, and to give him the use of $500,000, at par value, of its mortgage bonds, to be deposited by him, as lessee, as security for the performance of the conditions and covenants of the lease, in consideration of the agreement on the part of the lessee that the said the Central Railroad and Banking Company should exercise control over and receive the benefits to accrue from the management of the Georgia Railroad, under said lease, to the extent of one-half. And a similar agreement was entered into, about that time, with the Louisville and Nashville Railroad Company. And this respondent, as lessee, in furtherence of this arrangement did deposit with the Farmers Loan and Trust Company, of New York City, bonds to the extent of one million of dollars, thus received as loans from the two last named railroad companies, one-half from each, to secure the execution of the terms and covenants of said lease. But this respondent states positively, that the Georgia Railroad was not, directly or indirectly, a party to any of these agreements with the two railroad companies last named; but that all contracts, verbal or written, made by the Georgia Railroad Company, touching the lease of its railroad and appurtenances, and for securing the covenants thereof, were made directly and solely with this respondent.

Fourth. This respondent has already stated that the bonds, to the extent of $1,000,000, were furnished to him, as lessee, by way of loan, one-half by the Central Railroad and Banking Company, and one-half by the Louisville and Nashville Railroad Company, and were by this respondent deposited with the Farmers Loan and Trust Company. The bonds in question

were not then, and are not now, the property of this respondent, but were received from the two railroad companies named, as set forth in answering the third interrogatory.

Fifth. The lease of the Georgia Railroad was obtained by this respondent in his own individual right—his contract of lease was neither authorized by, nor did it implicate or bind, any other person or corporation whatsoever. This respondent has already set forth the extent and character of the interest, which the Central and the Louisville and Nashville Railroads now have in the working of the Georgia Railroad under the lease, and he now asserts distinctly that no other person or corporation has any interest in, or control over, said lease, and that this respondent is the sole contracting party with the Georgia Railroad Company touching the same.

Sixth. This respondent is the President of the Central Railroad Company. There was, before the lease of the Georgia Railroad by this respondent, some competition, or the opportunity for competition, between that road and the Central road at the points indicated, and perhaps at other points; but then, as now, the evil effects and serious losses that might have resulted from an improper use of such competition to a great extent were avoided by reasonable and proper arrangements between the two companies—and these arrangements are essentially the same since the lease as they were before. The chief and important effect of the lease—the great inducement to the earnest effort of this respondent to accomplish it—has been to prevent other and antagonistic interests outside of the State of Georgia from controlling the operations of the Georgia Railroad, to the great injury, if not the utter ruin, of most important interests within the State.

Seventh. There is no other writing or paper to evidence the terms of said lease, except the one executed May 7, 1881, already referred to, and there are no verbal agreements to vary the terms of said lease in any respect—and all arrangements with other railroad companies, growing out of said lease, have been already set forth.

Eighth. This respondent brings into court the full text of the lease-contract executed May 7, 1881, and he has no other paper touching the same.

Ninth. Respondent has made no assignment of the lease—and has already set forth the nature and extent of the interest of the Central, and the Louisville and Nashville Railroads, and stated that no other person or corporation has any interest in it, except this respondent.

Tenth. There is no understanding, verbal or or written, between the parties to the lease as to any future assignment of any interest whatsoever to any persons or corporations.

And this respondent having fully answered, prays to be hence dismissed with his reasonable costs and charges, in this behalf most wrongfully expended.

JOS. B. CUMMING,
A. R. LAWTON,
Complainants' Solicitors.

You, William M. Wadley, do swear that what is contained in your answer, so far as it relates to your own act and deed, is true, and so far as it relates to the act and deed of any other person you believe to be true.

WILLIAM M. WADLEY.

Sworn to before me this tenth day of May, 1882.

ROBERT S. PIERCE,
Not. Pub., Richmond Co., Ga.

The complainants filed the following affidavit:

STATE OF GEORGIA—Richmond County.

Before me personally appeared Charles H. Phinizy, President of the Georgia Railroad and Banking Company, who on oath, says:

That the right granted to said company by the twelfth section of the original act of the Legislature, approved December 21, 1833, to regulate its own freight and passenger tariffs within the limits of the maximum rates, fixed by said section, is of great pecuniary value to said company.

That it is difficult to say definitely what said right or privilege is worth, but in the opinion of this deponent, its pecuniary value is not less than two hundred thousand dollars.

C. H. PHINIZY.

Sworn to and subscribed before me this 23rd day of May, 1882.

[L. S.] HENRY C. GOODRICH,
Notary Public Richmond Co., Ga.

BRIEF OF JOS. B. CUMMING,

Solicitor for the Georgia Railroad and Banking Co.

The Georgia Railroad and Banking Co., and Wm. M. Wadley, vs. James M. Smith, Campbell Wallace, Leander N. Trammell, Railroad Commissioners, and Clifford Anderson, Attorney-General —Injunction. Fulton Superior Court.

I.

JURISDICTION OF COURT OF EQUITY.

A.

1. One ground of equitable jurisdiction is found in the law of Georgia, where the common law remedy is not as complete as the equitable relief. Code, 3095.

In Hollingshead vs. McKenzie, 8 Ga., 457, the Court say, on page 459: "But the true rule, we understand to be this —that it is not enough that there is a remedy at law to make such a plea a good bar to a proceeding in Chancery —it must be shown that it was as practical and efficient to the ends of justice and its prompt administration as the remedy in Equity."

In Dart, et al. vs. Orme, 41 Ga., 376, head note, the Court say: "A Court of Equity will entertain jurisdiction, when the remedy in common law Court is not as complet e or effectual as it would be in a Court of Equity."

In Riddle et al. vs. Kellum et al., 8 Ga., 374, the Court on page 378, hold that Equity may assume jurisdiction when the remedy at law is not adequate.

In Jordan vs. Faircloth, 27 Ga., 372, the Court say, in the head note; "Although there may be at law a remedy for a person, yet unless that remedy is a complete one, he may nevertheless go into Equity."

In Pope vs. Solomons, 36 Ga., 541, in a head note the Court say: "Although a party may have a common law remedy, yet if it is not as complete and efficient as it would be in a Court of Equity, the latter, having first taken jurisdiction of the cause, will retain it."

In N. E. R. R. Co. vs. Barrett, 65 Ga., 601, the Court on page 602 say: "If, by the bill it was shown that this company could not be as fully and completely protected at law as in Equity, then the bill would be sustained, and the injunction granted."

Is the remedy at common law as complete and effectual as in a Court of Equity?

The remedy at law is to defend whenever a suit is brought for the violation of the rules of the Commission.

When will such suit be brought? Until some one is found to bring it, there will be no suit. In the meanwhile, until the statutory bar has attached, (which under this statute is one year) countless suits can be brought against complainants. These suits are of two kinds, viz: those required to be brought by the Commissioners for penalties ranging from $1,000 to $5,000 (section 9 of the Commission act) and those brought by the private suitor (section 10 of the Commission act). each transaction ("offeuce") of the complainants in the course of their business, may be the ground of either or both of these suits.

Complainants would seem to have a strong equity, to have so important a question settled. They can have it settled in no other way than that, which they have pursued in filing this bill. The complainants in good faith believe that they have a legal right. It is denied by the Commissioners. There is no action at law, which complainants can institute to assert their right. Whereas, the Commissioners can assert their claim at any time. Any view, which would close a Court of Equity to complainants, would put them in the positiou of having either to abandon their claim of right or to act upon it at deadly and peculiar peril. Why should not a Court of Equity interpose and save the law from the scandal of such tyranny? The penalties denounced by the statute should be construed as launched only against the willful and the contumacious, and not against those who make an honest effort to ascertain their right. In two points of view the denial of equity jurisdiction practically decides complainants' claim without a hearing:

First, they can not institute any suits on the common law side of the court; they are obliged in all the cases covered by the statute to be defendants; they cannot compel any one to sue them.

Secondly, they cannot go on in the exercise of their claim without incurring a peril too deadly to be encountered.

It is no answer to say, that if we are right, we are in no danger. To this we reply, that if we are wrong, we are in greater danger than any persons have ever before incurred in the assertion of a mere pecuniary claim. When we appeal to a Court of Equity, it is no answer to taunt us with being afraid to stand a suit at law. We are afraid with a fear, hitherto strange to Georgia litigants. They, hitherto have asserted their pecuniary claims at law, at no greater peril than an adverse decision, and the loss of what they claimed. But we must defend with halters about our necks, and with condign punishment and ruin as the penalty of an error of judgment, a mistake in the construction of a legal instrument. We appeal to a Court of Equity to save our system from reproach.

We do not, as it is charged, ask a Court of Equity to protect us from any penalties, which we have incurred, but ask it, inasmuch as we cannot take the initiative in a Court of Law, and inasmuch as the statute environs those courts with such deadly perils peculiar to us, when we do anything, which permits our adversaries to drag us into those courts—we ask the court to protect us.

We, in view of the fact that we cannot initiate proceedings in a Court of Law, but, as far as the Courts of Law are concerned, must surrender in advance or await the pleasure of our adversaries, when delay brings destructiou in its train, say that not only is the remedy at law less complete and adequate; but there is indeed no remedy.

We cannot afford to try the common law remedy. The statute, by pains and penalties, practically shuts us off, frightens us off, if you please, from the common law courts.

2. Under section 3095 of the Code "a mere privilege to a complainant to sue at law" does not deprive equity of jurisdiction.

But these complainants have not even this "mere privilege." They cannot sue at law at all. They must either appeal to a Court of Equity to try their right, or they must wait some indefinite period for the Commissioners to sue them—numberless suits accumulating the while and penalties piling up.

In this inability to sue, on the part of complainants at law, and their being subject to future liability, the act of October 14, 1879, (the Commissioners' act) assuming it to be an unlawful infringement of the railroad company's charter, is analagous to a cloud upon title—for which the only remedy is equity.

We repeat, complainants cannot bring any suit at law. "Any person who cannot sue at law may complain in equity, and every person, who is remediless elsewhere, may claim the protection of a Court of Equity to enforce any right recognized by the law." Code, 4178, 36 Ga., 534.

4. "Equity jurisdiction is established, and allowed for the protection and relief of parties where, from any peculiar circumstances, the operation of the general rules of law would be defficient in protecting from anticipated wrong," etc. Code, 3081.

Assuming that the Commission act and the circulars of the Commissioners are unlawful infringements of complainant's chartered rights, "wrong" is reasonably "anticipated" and is "threatened."

It is in legal intendment threatened, for, whatever may be stated on this point by the defendants in their answer or elsewhere, it is made their duty to bring actions, as numerous as the violations of their rules, against complainants for large penalties. See Commission act, section 9.

Of course, if these actions are "threatened" from this quarter, they are to be "anticipated." Private suits are to be anticipated in equally vast numbers. See Commission act, section 10.

Moreover, the refusal by the Commission to exclude the Georgia Railroad, on its request, from the operation of the "Circulars" is equivalent to a threat to insist on the penalties, etc.

So much for general grounds of equity jurisdiction.

B.

MULTIPLICITY OF SUITS.

1. There is a specific ground of jurisdiction which is strongly relied on, viz: The Prevention of Multiplicity of Suits.

Equity has jurisdiction over a bill "to avoid a multiplicity of suits, by establishing a right in favor of, or against, several persons, which is likely to be the subject of legal controversy." Code, 3233.

"The prevention of vexatious litigation and of a multiplicity of suits constitutes a favorite ground for the exercise of the jurisdiction of equity, by way of injunction, and it may be laid down as a general rule, that whenever the rights of a party aggrieved cannot be protected or enforced in the ordinary course of proceedings at law, except by numerous and expensive suits, a Court of Equity may properly interpose and afford relief by injunction. And when there is one common right in controversy, which is to be established by or against several persons; one asserting the right against many, or many against one, equity may interfere, and, instead of permitting the parties to be harrassed by a multiplicity of suits, determine the whole matter in one transaction." High on Injunctions, section 12.

In order to maintain a bill of peace to prevent a multiplicity of suits, it is not necessary that the right, for which protection, or of which enforcement, is sought, should be first established at law, if the parties, against whom protection or enforcement is claimed, are numerous. Adams' Equity, 407, Note, 2 John. Chancery, 281; 1 Ibid, 166.

It is sufficient if complainants' right be established for the first time in the Court of Equity, to which he resorts with his bill. 1 John. Chancery, 166: High on Injunctions, 571.

C,

CORPORATE FRANCHISES.

Another ground of equitable jurisdiction is the protection of corporate franchises.

"The violation of franchises, or special privileges, conferred by legislative authority, either upon individuals or upon corporations, afford frequent occasion for asking the extraordinary aid of equity, by way of injunction to remedy evils, which the usual modes of redress in Courts of Law are powerless to prevent." High on Injunctions, sec. 570.

Equity jurisdiction is "freely exercised for the protection of franchises." Ibid, section 601.

RECAPITULATION OF GROUNDS OF EQUITY JURISDICTION.

1. Common law remedy not as complete or effectual as the equitaple relief. Code of Georgia, section 3065.
2. Inability to sue at law. Code 4178; 36 Ga., 3095.

Not even "a mere privilege to complainants to sue at law." Code, 3095.

3. The operation of the general rules of law deficient in protecting from anticipated wrong. Code, 3081.
4. The prevention of a multiplicity of suits. Code, 3233; High on Injunctions, section 12; Adams' Equity, 407, Note, 2 John. Chancery, 281; 1 Ibid, 166; High on Injunctions, 571.
5. Protection of franchises. High on Injunction, section 570; Ibid, 601.

II,

STATUS OF COMPLAINANTS.

A. 1, Of the Georgia Railroad and Banking Company.

The bill avers: "The Georgia Railroad and Banking

Company owns the right in perpetuity to transport persons and property on its lines of railroads and to charge for every passenger not exceeding five cents per mile and freight for property at a rate not exceeding fifty cents per hundred pounds for heavy articles and ten cents per cubic foot for articles of measurement for every one hundred miles."

The bill also avers: "Notwithstanding said deed of lease, your orator, the Georgia Railroad and Banking Company remains liable to the public and to the third parties, whose persons and property are transported over the leased railroads, for any breach or failure of duty in and about the management and operation of said railroads and might incur, as well as your orator, William M. Wadley, the penalties hereinafter mentioned."

The company has not attempted by the lease to avoid the performance of any duty owed, under its franchise, to the public, or to escape the failure of performance. The deed of lease recognizes the continuance of the company's duty and legal responsibility. See Lease.

It could not have relieved itself if it had sought to do so.

The evidence submitted to the Chancellor at the hearing for an injunction, viz: the affidavit of defendants (answer and cross-bill) and the affidavits of complainants (answers to cross-bill) do not vary the facts set forth in these averments.

These averments, we think, show that the complainant company has an interest, which gives it a standing in a Court of Equity—a vital interest, a present interest, an interest, which must be protected now or be forever lost.

For it is the owner of the franchise, which it is sought to protect from invasion.

Non constat, that its lessee would go to the trouble and expense of protecting it. This would be, perhaps, more apparent in a bill filed by the company alone, but the joinder of the lessee does not change the principle. Even now the lessee might withdraw. There is no obligation on him to fight the battle of his lessor. In any view the lessor has in no way parted with its right to defend its own property. It has only parted with its use of the property for a term of years. If the term were six months instead of ninety-nine years, the interest of the complainant company would be more apparent; but the length of the term does not, in contemplation of law, affect the legal interest. Moreover, many contingencies attend the contract of lease, which might at any time bring it to an end. We have already shown that the protection of the franchise is a favorite exercise of equity jurisdiction.

Who will protect its franchise if the company does not?

2. When should it protect it?

The position is taken by defendants that the company must wait until the termination, for some cause, of the lease.

On the contrary, it would then be too late. Already it is averred, feebly it is true, by the defendants, that they can claim acquiescence by this company in the order of the Commissioners, up to the time of the filing the bill, as an estoppel. While this position of defendants is untenable for the reason that such acquiescence, as there has been, in the regulations of the Commission, has been of short duration, and for the most part under protest, and as to Circulars Nos. 20 and 21 no acquiescence at all; still the principle is true that:

Laches, delay in prosecuting one's right will be assumed to be acquiescence in the assertion of adverse rights. Story's Com. on Equity, page 735-737.

"It is requisite that a complainant, seeking the aid of a Court of Equity by injunction, shall not have been guilty of laches or delay in the assertion of his rights: for while delay may not amount to proof of acquiescence in the wrong for which he seeks redress, it may yet suffice to prevent his obtaining relief by injunction." High on Injunctions, section 7.

"In all cases of the exercise of the strong arm of equity by injunction, the right to the relief may be lost by one's own negligence and delay in seeking protection." Ibid, 397.

The relief even against a void assessment of taxes is lost by acquiescence. Ibid. 364.

"He who seeks the aid of equity to enjoin the violation of an agreement, or for the protection of his contract rights * * * must show that he has used reasonable diligence in asserting his rights and demanding their protection, and unreasonable delay in seeking the aid of a court of equity, or acquiescence in the violation of the agreement in question, will generally prove a bar to the exercise of the jurisdiction." Ibid, 707.

"As in all cases where the preventive jurisdiction of equity is invoked for the protection of rights, he who seeks relief against a violation of his franchise, must make his application promptly and without delay, and must use reasonable diligence in the assertion of his rights." Ibid, 575.

So this company, which owns this franchise, can protect it only by prompt present action.

The argument to show that the company has a standing in court to maintain this bill, has proceeded thus far on the assumption, that the company was not in the present possession of the franchise. But this is not the fact. For the purpose of being responsible to the public and to all persons using its road as passengers or shippers, and for the purpose of being liable to the multiplicity of suits, allowed and even required by the Commission act, the company is in the full possession of the franchise. This status of the company is averred in the following language of the bill, here again quoted:

"Notwithstanding said deed of lease, your orator, The Georgia Railroad and Banking Company remains liable to the public and to those whose persons and property are transported over the leased railroads, for any breach or failure of duty in and about the management and operation of said railroads, and might incur, as well as your orator, William M. Wadley, the penalties hereinafter mentioned."

This averment is the statement of an established and uncontroverted proposition of law.

"The company cannot in the absence of special statute authority and exemption, divest itself of responsibility for the torts ('extortion') of persons, operating its road, by transferring its corporate power or leasing the roads, to them. It cannot by its own act absolve itself from its public obligations without the consent of the Legislature." Pierce on Railroads, 283.

The same principle is set forth in Railroad Co. vs. Barron, 5 Wallace, 90, and in a number of cases there cited.

In Railroad Co. vs. Brown, 7 Wallace, 455, the court say on page 450: "It is the accepted doctrine in this country, that a railroad corporation cannot escape the performance of any duty or obligation, imposed by its charter or the general laws of the State, by a voluntary surrender of its road, into hands of lessees."

In Macon and Augusta R. R. Co. vs. Mayes, 49 Ga., 355, the court, in the head note, say:

"Where a railroad company permits other companies or persons to exercise the franchise of running cars, drawn by steam, over its road, the company owning the road, and to which the law has entrusted the franchise, is liable for any injury done as though the company owning the road were itself running the cars."

This last decision elaborates the principle fully, and establishes it by most satisfactory reasoning and abundant authority.

Indeed, it is questionable under the decision in the Central R. R. & Banking Co. vs. Brinson, 64 Ga., 475, whether a suit against the lessee alone would be good.

Such being the law on this branch of our argument, we ask against whom could and would the multiplicity of suits, which are threatened by the Commission act, be brought?

And if they could and would be brought against the railroad company, has it not, notwithstanding the lease, a present interest in this suit?

B. Status of the Lessee.

1. It will hardly be disputed, that the legality of the arrangements between the lessee and The Central Railroad and Banking Company and the Louisville and Nashville Railroad Company, as disclosed by the affidavit (answer of the lessee to the cross-bill) is not a subject of legitimate inquiry in this proceeding, except so far as it affects the question, whether the lessee has or has not any interest, calling for the protection of the court.

Whenever the legality and validity of these arrangements, or of the lease from complainant company, to the complainant lessee, are called in question by persons, authorized to question them, and in a proceeding, instituted for that purpose, they will be defended, and we humbly but confidently believe, defended successfully.

But at present they are not subjects of legitimate consideration, except for the purpose of ascertaining the status of the lessee before the court.

The bill and uncontroverted affidavits, (answers to cross bill) of both complainants, sustaining it, show:

First, That the Lessee, while giving certain artificial persons an interest in the workings of the leased property, and a voice in its control, has not assigned the lease to any one.

Second, That the complainant company knows no one in this business but the complainant Lessee.

Third, That the complainant Lessee alone is responsible to the complainant company for the payment of the rental, and for the performance of the covenants of the lease and to him alone and to the $1,000,000 of securities deposited by him, and for which he must account, does the complainant company look.

These facts certainly show the lessee as having such an interest in subject matter of this suit, as would give him a standing in the proper tribunal.

If the standing of the complainant in court is otherwise good, it cannot be injuriously affected upon any idea that the lease from the company to Mr. Wadley, or the arrangements of the latter with other persons are illegal or against public policy.

For even were this true, (and the contrary is maintained by complainants) the alleged illegal acts of the corporations concerned in them, can be called in question only by the sovereign, acting through the proper officers, (not the Railroad Commissioners who are special agents for a different purpose and with limited authority), and in a proceeding instituted for that purpose. These alleged illegal acts cannot be attacked collaterally.

Field on Corporations, 493; 6 Ga., 130; 32 Ga., 273; and numerous authorities.

III.

CONSTRUCTION OF CLAUSES OF THE COMPLAINANT COMPANY'S CHARTER.

A. Rules of construction of charters.

1. It is admitted that language in a charter, relied on to sustain an exemption from the operation of general tax laws. must be clear and unequivocal.

2. That grants of exclusive privilege will not be presumed, and must be based upon express words.

3. That the grant of franchises, which affect the public interest will be construed strictly.

Pierce on Railways, pages 154 and 452; 9 Ga., 475; 49 Ga., 475.

4. But these authorities (especially the first citation from Pierce) also hold that rights are taken from the public and given to corporations, when such would be the effect of "the words naturally and properly construed."

B It hardly is necessary to combat the position of one of the counsel for defendants, viz: That the charter of the Georgia Railroad and Banking Company expired several years ago. Counsel seems to have been misled by the 2d section of the charter, which is in these words: "The company shall have the exclusive privilege of constructing railroads from any point in this State, within twenty miles of the road herein designated as the Union Road and its branches, leading to Eatonton, Athens and Madison, continuously to the city of Augusta, for and during the term of thirty-six years."

This exclusive privilege of constructing roads has expired. It expired in 1869 or 1870. But the charter, as to all other parts of it, continues in full force Having been granted before the Code of 1863 changed the common law in this respect, the corporation had the common law attribute of perpetual succession. The silence of the Legislature would have been sufficient to leave it possessed of this attribute. But the Legislature was, in fact, not silent; but on the contrary, expressly declared in the 9th section of the charter, that the company should have perpetual succession of members.

C.—THE POWER TO MAKE A LEASE.

1. Defendants seem to admit that the complainant company has a qualified right to make a lease. It is true, that there is some intimation that the right to lease was abrogated by the State Constitution of 1877. But this can hardly be seriously claimed For if the company had, prior to that Constitution, the vested right to make a lease. the Constitution could no more take away that right than could a statute.

2. But it is contended with great earnestness, that the power to lease extends only to the passenger traffic; and the following language of the 12th section is relied on to support that view, viz: "The said company may, when they see fit, rent or farm out all or any part of their said exclusive right of transportation or conveyance of persons," etc.

If this were the only language, used in the charter, on this subject, there might be some color for defendants' position.

But let us try this question by reason, and in connection with all parts of the charter in *pari materia*, instead of by the letter of a fragment of one sentence.

A. There would seem to be no reason why the company should have the right to lease the privilege of conveying persons, and not have the same right as to the transportation of property. On the contrary, there would seem to be controlling reasons why they should not be separated. Obviously there would be more danger of the accidents, peculiar to railroads, by having a divided management. Moreover there could not be that combination of the transportation of both persons and property, so advantageous to the Company and convenient to the public; but each train must be exclusively a passenger train, or exclusively a freight train.

B. This view of defendants would make both the words "transportation or conveyance" in part of the sentence selected for their purpose apply to passengers only. Complainants say that the true meaning is "transportation (of property) or conveyance of persons." Nowhere else in dealing with the right to lease, does the charter use two terms in speaking of one subject; but in every other instance, where any two of the terms "transportation," "carriage" or "conveyance" are used, the two subjects, "property (freight) and "persons" (passengers) are clearly meant. The words in the fragment of a sentence, selected by defendant to sustain their position, are, in the same section, preceded twice and followed twice by the use of two terms indicating the act of transporting applied to the two subjects, (freight and passengers) of transportation, leaving an irresistible inference that in the isolated instance, relied on by defendants, the two terms of transportation were meant to apply, as in the other four instances to the two subjects of transportation.

C. Again, in the sentence next preceding that one, which contains these vaunted words, three rates of charges are fixed—two of them as to freight, one of them as to passengers. Now if the right to lease the passenger business only, was given, it would have been "subject to the rate above mentioned;" for there was only the one single rate "above mentioned" as to passengers. But the language actually used is 'subject to the rates above mentioned." Now, if only persons and not property were referred to, the use of the plural was strikingly incorrect, only one rate having been named for persons. But if both persons and property were intended, the use of the plural rates was necessary—three rates having been "above mentioned."

D Again, the very next sentence after that relied on by defendants, speaks of the company themselves "in the exercise of their right of carriage or transportation of persons or property, or the persons so taking from the company the right of transportation or conveyance," etc. What right does this language import was to be taken (leased) from the company? Certainly the same right which the company themselves were exercising. And what was that right? "The right of carriage or transportation of persons or property."

E. Again, the sentence just quoted provides that "the persons so taking from the company the right of transportation or conveyance" (that is the lessee) "shall be regarded as common carriers" It is not denied that this phrase "common carriers" might have been used with reference to the carrier of passengers only, but it is not at all likely. When the term is used without qualifying words, the idea of property, freight, and of these only, naturally rises to the mind.

F. Again, the fourteenth section of the charter, treating of the subject of leasing says: "Whenever the company aforesaid shall see fit to farm out, as aforesaid, to any person or persons, or body corporate" (not the right of transportation or conveyance of persons only, but) "any part of their exclusive rights of conveyance and transportation," etc In this language we find a clear and distinct recognition of the right to farm ont freight as well as passenger business.

It will be seen from the foregoing review of the provisions of the charter, relating to the leasing power, that they are seven in number, and that in only one of them is found any color for the position taken by the defendants, and in that one only, so long as it is considered alone and without reference to the other provisions in *pari materia*, while all the other six references, in order to make sense, require the leasing power to apply both to freight and passengers.

G. But we are not left entirely to our own views of these provisions of the charter, or to rely only on such aid as we can get from general rules of construction. We think that we have in the reasoning of the Supreme Court of Georgia in Arnold & DuBose vs the Georgia Railroad and Banking Company, 50 Ga., 304, ample support for our views

That was a suit, brought by plaintiffs against this railroad company for charges greater than those fixed in the 12th section of the charter. In arriving at a decision, the court, on pages 3 7 and 308, comment on the leasing power, and derive the reasons for their decision from a consideration of the duty of a lessee in the transportation of freight. After citing the very sentence relied on by the defendants to this bill, the court assume that the provisions apply to a lessee in transporting property. Considering this very provision, along with another provision of the charter, the court say: "Each implies that less than one hundred miles of the road might be used more or less permanently; but if it was, the owner, or the lessee, as the case might be, should be subject to the rate of fifty cents per hundred pounds for one hundred miles."

So we claim confidently that reason, the language used and the authority just quoted establish beyond

controversy, that the power to lease includes the freight as well as the passenger business and that the lease actually made was not in excess of the power of the complainant company.

H. But even if the lease were void as to the freight business, what effect would that legal conclusion have on this suit? Only this: The complainant company, being left in the full possession of its freight business, would simply gain in its status before the court what the lessee had lost from his status. While such a conclusion might deprive the lessee of a cause of complaint, it would, at the same time, furnish an unquestionable ground of complaint to the company.

IV.

RIGHT OF THE COMPLAINANT COMPANY TO FIX ITS OWN RATES FOR FREIGHT AND PASSENGERS WITHIN CERTAIN LIMITS

1. This right is claimed under the following language of the 12th section of the company's charter: "The said Georgia Railroad Company shall at all times have the exclusive right of transportation or conveyance of persons, merchandise and produce over the railroad and railroads, to be by them constructed, while they see fit to exercise the exclusive right: *Provided*, that the charge of transportation or conveyance shall not exceed fifty cents per hundred pounds on heavy articles, and ten cents per cubic foot on articles of measurement for every hundred miles, and five cents per mile for every passenger," etc., etc.

Complainants say that this language gave to the railroad company the franchise of transporting freight and passengers, but by the proviso limited the rates, which the company could charge.

Defendants claim that this language does not limit the rates to be charged but makes those rates a condition of the exclusiveness of the grant.

In other words: The company claim that this section defined their business, and, inasmuch as it was a business, subject to regulation by the Legislature—the Legislature did, in fact, in the language of the proviso, reglate it; and

The defendants claim that the only object of the proviso was to prescribe the terms, on which the company were to have the exclusive use of their roads So that, under the construction, claimed by defendants, this section would mean: The company shall have the right to transport freight and passengers, subject, like other common carriers, to control as to their rates, provided, however, that whenever the company shall charge higher rates than those named in this section, the exclusiveness of their use of their road shall be forfeited. That is to say, the language of the proviso was not the limitation, which the Legislature put upon the right of the company to make rates, but was simply a condition, upon which the company was to have the exclusive use of their roads. We state fairly the position of defendants' counsel.

Now under this construction, claimed by defendants, the effect of charging more than the prescribed rates would not be a violation by the company of the law of their charter; but the consequence would be to lose their exclusive right and to throw open their roads to use by others—not to lose their own right to use them, but to admit others, individuals or corporations, to share that use with them on equal or unequal terms. However crude the ideas about railroads may have been at the date of this charter the court will hardly impute to the Legislature so impracticable a scheme—not to say so great a folly—when the language of the charter does not require it, and when nothing extrinsic to the charter suggests it, except a vague, floating, misty tradition of what was the expectation of the corporators at that early day.

The error of this construction by defendants has grown out of their misapprehension of the purpose of this 12th section. They have treated the section as if its purpose was not to grant to the company the franchise to pursue the business of common carriers, but to secure exclusiveness in the business of the company. Whereas, this section is one of granting. In the orderly arrangement of the provisions of the charter, the point is reached at this 12th section, where the Legislature for the first time in the charter grants the franchise to carry on business. Up to this point nothing has been said in the charter as to the business, which the company is to carry on.

Section 1. Describes the roads to be built.

Section 2. Grants an exclusive privilege for 36 years to build railroads in a certain defined territory.

Section 3. Authorizes the capital stock and directs how it shall be divided, etc.

Section 4. Opens books and appoints commissioners to receive subscriptions.

Section 5. Provides how long the books shall be kept open, etc.

Section 6. Directs how the company shall organize.

Section 7. Prescribes the voting power of the shares.

Section 8. Provides for the election of President and Directors

Section 9. Names the corporation, gives it (what it would have had without this section) perpetual succession and the usual attributes of corporations generally.

Section 10. Authorizes the obtaining by purchase, contract, etc., of lands, right of way, etc.

Section 11. Provides the means for exercising the right of eminent domain

And then comes this 12th section, after the corporation, by the preceding sections, is completed and the means provided to perform the purposes of its creation, and says what that business shall be, and grants the franchise to carry it on.

And this all-important section, bringing into life the business of the corporation, the defendants, seizing upon a word, having, as we shall show, no special significance, treat as if its purpose was to name the condition upon which the business was to be "exclusive."

We say this word has no special significance as used in this section. The franchise here granted would have been no less effectual if this word had been left out. From the nature of things, but one person, whether natural or artificial, could have enjoyed such a franchise. There is nothing shown to the court in reference to those existing facts, circumstances or ideas, which would warrant us in imputing to our fathers, whether as legislators or corporators, any such impracticable fancies as those made necessary by the defendants' construction. The Georgia Railroad was one of the first in time, but it had some predecessors and many successors; and it is not shown or hinted, that, at any time in the history of railroads, was there any view of them which gave the control and management of the same road to more than one person, natural or artificial, the exclusive management.

This 12th section simply contains a grant (or rather, as we have already seen and shall presently show again, two grants) with limitations upon the grant—not a condition of exclusive enjoyment.

The grant is not of exclusiveness but of the franchise of carrying on the business of common carriers, and the first proviso is the limitation which the Legislature put upon this grant.

The grant and the limitation together mean that the company may transport freight and passengers, and may charge for such service the rates named.

2. Further considering this 12th section, as one granting powers and privileges, we say that it is not denied that the second proviso gives a right to lease, though the extent of that right is indefinite. But if the first proviso is a condition of exclusive enjoyment, why is not the second proviso, found in the same section, and in the same sentence, and commencing with the same word, "*Provided*"—which word, in the view of the defendants, stamps it with the quality of a condition—why is not this second proviso also a condition of exclusive enjoyment? It has the same right as the first proviso to be so considered. But to give to it this meaning, would be to make the power to lease also a condition of exclusive enjoyment—*i. e.*, exclusive enjoyment would be granted on the condition of parting with the enjoyment; or the enjoyment would be exclusive on consideration that it was not exclusive—which is the *reductio ad absurdum*.

3. But we say as to this question, also, we are not left solely to reasoning and the general rules of construction. We think we have direct authority in a decision of the Supreme Court of Georgia We refer again to Arnold & DuBose vs The Georgia Railroad and Banking Co., 50 Ga., 304.

The construction claimed by defendants is, that the company can charge greater rates than those named in the 12th section without violating any law, or failing in any legal duty to shippers; but that the penalty would be the loss of the exclusive feature of the company's enjoyment.

But this suit, Arnold & DuBose vs. The Railroad Co., was brought on the theory that the Legislature had prescribed those rates as binding on the company to govern its business. The court so decided and held (see second head note). "The Georgia Railroad and Banking Co , under the 12th section of its charter, can only charge for freight fifty cents per one hundred pounds on heavy articles for one hundred miles, and in proportion to that rate for a less distance than one hundred miles."

In this case we find the court deciding directly in accordance with our views of this section, that it was the law of freight and passenger rates for this company It did not occur to the court, or to any of the large array of counsel on both sides in that case, that this section had any such meaning as that suggested by the ingenuity of counsel for defendants in the case at bar.

V.

WHATEVER PROVISION ON THE SUBJECT OF MAXIMUM RATES BECAME INCORPORATED IN THE CHARTER AND PART OF IT, IS A CONTRACT, THE OBLIGATION OF WHICH CANNOT BE IMPAIRED BY AN ACT OF THE LEGISLATURE.

It would be inexcusable to consume time in arguing a proposition, brought down from the Dartmouth College case (4 Wheaton,) to the present hour by an unbroken line of authority, that the charter of a private corporation is an executed contract between the government and the corporators, and that the Legislature (in the absence of power reserved for that purpose) cannot repeal, impair, or alter it against the consent of the corporation, or without its default judicially declared.

Embarrassed by the limitless mass of authority, sustaining this proposition, we confine ourselves to citing the following from the reports of our own Supreme Court, to-wit: 6 Ga., 130 ; 19 Ga., 325 ; 54 Ga., 423 ; 62 Ga., 485.

The last two decisions were rendered upon the charter of the company, complainant in this case, when the complainant claimed the protection of the charter against general taxation. Surely it will not be contended that a claim of exemption from taxation is regarded more favorably by the courts than the claim of right to regulate rates within certain limits as set up in this bill.

The cases cited by one of the counsel for defendants. viz: Ruggles vs. Illinois, 91 Ill.; Illinois Central Railroad Co. vs. The People, 95 Ill., 313, do not conflict with this principle ; for in those cases the Legislature had not, as in the case at bar, permanently fixed the maximum rates and made them a part of the charter ; but the provision on the subject of rates in these Illinois charters was, that the Directors might fix rates. This is a power inherent in Directors, and the charters simply declared what already existed without such declaration, and in no sense fixed the maximum rates or contracted with the corporation.

We say, then, that if the Legislature did, as we claim it did, permanently fix the maximum charges and make them a part of the charter of the company, the barrier of a contract was thus presented against future legislative interference. This proposition, so fully supported by principle, is also very clearly implied, if not expressly decided, in Chicago, etc., Railroad Co. vs. Iowa, 94 U. S., 155 ; Munn vs. Illinois, Ibid., 113 ; Peik vs. Chicago, etc., Railroad Co., Ibid., 165 ; Shields vs. Ohio, 95 U. S., 319 ; and in Judge Woods' decision, (so much relied on by defendants), in Tilley vs. Railroad Commission

In the case Chicago, etc., Railroad Co. vs Iowa, 94 U. S., 155, Chief Justice Waite says, on page 162: "It was within the power of the company to call upon the Legislature to fix permanently this limit, and make it part of the charter ; and if it was refused, to abstain from building the road, and establishing the contemplated business. If this had been done, the charter might have presented a contract against future legislative interference."

VI.

THE POLICE POWER.

If, as we claim and have endeavored to show, the charter of the railroad company fixes maximum rates, which the company and their lessee are authorized to charge, no legal application of the police power can reach this purely pecuniary right. For "the limit to the exercise of the police power in these cases must be this: The regulations must have reference to the comfort, safety or welfare of society ; they must not be in conflict with any of the provisions of the charter ; and they must not, under pretence of regulation, take from the corporation any of the essential rights and privileges, which the charter confers. In short, they must be police regulations in fact, and not amendments of the charter in curtailment of the corporate franchise." Cooley's Con. Lin., 577 ; 70 Ill., 191.

VII.

EMINENT DOMAIN.

If this franchse of the Georgia Railroad and Banking Company is an incubus on the welfare of the public, the public is not remediless.

If there was previously any difficulty on this point, it has been removed by the State Constitution of 1877, which provides that the "franchises," as well as the other property of corporations, may be taken for public use. If the public good require that this franchise of the Georgia Railroad and Banking Company should cease, let it be taken in the exercise of the right of eminent domain.

Then there will be "just compensation" instead of unjust confiscation.

BRIEF OF MYNATT & HOWELL,

SOLICITORS FOR THE RAILROAD COMMISSIONERS.

The Georgia Railroad and Banking Company, and Wm. M. Wadley vs. James M. Smith, Campbell Wallace and Leander N. Trammell, Railroad Commissioners ; and Clifford Anderson, Attorney-General.—Bill for Injunction and Relief in Fulton Superior Court.

1st. The Court will not enjoin the officers of the State who are proceeding under authority of law, and the allegations that the statutes in question is unconstitutional is no ground for granting the injunction. Thompson vs. Commissioners of Canal, Find. 2. Abb. Par. 248 ; 2 High on Injs . secs, 1326 and 1327 ; People vs. Canal Board, 55 N. Y., 390.

2d. There is no charge in this bill that the Commissioners are doing more than prescribing rates as provided by the statutes they are executing. It is not stated that they have commenced proceedings against the plaintiffs, or either of them for a violation of the rates fixed, or that they have intimated that they intend to do so. If an injunction can issue in this case, then any man may enjoin another who has cause of action against him, whether he intends to exercise the right to sue or not. The injunction asked in this case is upon the merest apprehension, so far as any act of the Commissioners is concerned. It is a grave request of the Court to sit in judgment upon the constitutionality of a law not being enforced. It is equivalent to asking the Court to exercise the veto power.

3d. The company insists upon the right to fix its own rates, not to exceed the maximum rates mentioned in its charter, and that the State cannot deprive it of that right by any law it may pass. On this subject the language of its charter is this: "The Georgia Railroad Company shall at all times have the exclusive right of transportation or conveyance of persons, merchandise and produce over the railroad and railroads to be by them constructed, while they see fit to exercise the exclusive right: *Provided*, that the charge of transportation or conveyance shall not exceed fifty cents per hundred pounds on heavy articles, and ten cents per cubic foot on articles of measurement, for every one hundred

miles, and five cents per mile for every passenger." In order to put a proper construction on this proviso, we must see what was the common law on the subject of rates. It will hardly be disputed that at common law the carrier was not allowed to charge what he pleased, but his rates must be reasonable. Angel on Carriers, sections 124, 129 and 356; Harris vs. Packwood et al, 3 Taunt., 264; Fitchburg Railroad Company vs. Gaye et al., 12 Gray, 298; 2d Kent, 6th Ed. Marg., 599; Chic. T. A. R. R. Co. vs. Peeple, 67 Ill. That this common law entered into and made a part of the charter is too well settled to need citation of authorities. Accompanied with that principle the foregoing proviso would read, "that the charge of transportation or conveyance 'shall be reasonable,' and shall not exceed fifty cents per hundred on heavy articles, and ten cents per cubic foot on articles of measurement, for every one hundred miles, and five cents per mile for every passenger." The law explicitly says the rates shall be 'reasonable." It says they shall "*not* exceed" the figures mentioned. If the maximum rates mentioned are reasonable, then they may be charged. But it cannot be contended that they may be charged if they are not reasonable. The maximum mentioned is a limit beyond which the road cannot charge in any event, but it may charge that much if reasonable: if unreasonable, then it could not charge the maximum If before the Act of October, 14, 1879 a shipper had desired to make the question of unreasonable charge, he would have done so by resort to the courts. It was then a judicial question. But since the Act 1879 the question is to be determined by the provisions of that Act This is settled by the Granger cases. The question was made that the Legislature was assuming judicial functions, and depriving corporations of their property without due process of law, in violation of the fourteenth amendment. It was held, however, that legislative regulation of rates of public carriers was not a violation of said amendment, and that the Legislature of Illinois had a right to create a commission with power to fix rates. Munn vs. Illinois, 94 U. S. R., 113. See also Tilley vs. Georgia Railroad Commission, where Judge Woods cites Peek and Munn, two of the Granger cases on this subject, and declares it to be the right of the Legislature to fix reasonable and just rates. The argument then is that under the plain language of the charter of the complainant company, read in connection with the common law, its rates must, in any event, be reasonable; that the courts had the right prior to the Act of 1879 to make them reasonable, and that the Legislature under the Constitution of 1877 has succeeded to the power of the courts, and it is now, not only the province but duty of the Legislature to make them reasonable, which it is doing through the Commission.

4th. We contend that when the Act of October 14, 1879, was passed, the Georgia Railroad and Banking Company was subject to the provisions of said Act on another ground apparent in the 15th section of the Act of 1837. The part of said section necessary to quote is as follows:

44. SEC. XV. The exclusive right to make, keep up, and use the railroads and transportations authorized by this Act, shall be for and during the term of thirty-six years, to be computed from the time when the said road from Augusta to either of the points hereinbefore designated, shall be completed for transportation: *Provided*, that the subscription of stock or shares of said company to the amount of at least five thousand shares, as aforesaid, be filled up within six months from the passing of this Act, and the work from, or between Augusta and either of the places hereinbefore first mentioned, be commenced within two years, and be completed within six years after the five thousand shares shall be subscribed. And after said term of thirty-six years shall have elapsed, though the Legislature may authorize the construction of other railroads, for the trade and intercourse contemplated herein: *Nevertheless*, the Georgia Railroad Company shall remain and be incorporate, and vested with all the estate, powers and privileges as to their own works herein granted and secured, except the exclusive right to make, keep up, and use railroads over and through such parts of the country, that shall so have expired by the foregoing limitation; but the Legislature may renew and extend that exclusive right, upon such terms as may be prescribed by law, and be accepted by the said incorporated company."

It is plain that the company is to remain and be incorporate for no specified period after the thirty-six years. At the end of that time it is simply to exist. It is then at the will of the Legislature. Regarding the charter as a contract between the State and the corporation, the State says on the one side to the corporation, "you shall have certain exclusive privileges for thirty-six years, and after that time you may remain and be incorporate." This is accepted The State has not said you may remain and be incorporate forever, or for ten years, or for any particular time. If the State has not said so, how can the corporation claim such a right? If the corporation is claiming the obligations of its contract, what are those obligations? Simply that it may be incorporate. That is all. Now, it may be said that corporations are immortal unless restricted in their being. But there is no such principle of law as this, written or unwritten It has perpetual succession, and in this sense may be immortal. Grant on Cor. 3, Angels Ames on Corporations. If you give the corporation the benefit of its contract as it made it, it had that to the letter when it remained in existence after the end of thirty-six years. How would such a contract be construed between individuals? Suppose one agrees with another that he shall remain in and occupy his house after the expiration of a certain rental period? Would this give him a house forever? Under every rule of law custom or common sense the tenant would be tenant at will, and liable to be evicted after a reasonable time if the rules of law fixed no particular period. So innumerable instances might be given of the construction of similar contracts between individuals.

But for the sake of argument, we will consider the charter without reference to the common law. It is then a charter granting the right to the corporation to charge rates not to exceed certain amounts mentioned. This is no greater authority in the corporation than to give it power to fix the rates The power to fix rates absolutely is as great, and it seems greater indeed, than the power to fix rates limited by a maximum mentioned. In the case of power to fix rates without restriction, the Supreme Court of Illinois has held twice, that notwithstanding this absolute power, and with no restrictions whatever in the laws or charter, the State had the right to alter the rate fixed and prescribe others. It is a power inherent in the sovereignty of the State It pertains to the demeanor of the corporation in its dealings with the public. It is like providing for the comfort of the passengers. It is like the duty of providing good crossings at the highways. These things must necessarily be under the control of the Legislature. Just as individuals exercising the rights of carriers are subject to the control of the Legislature, so are corporations, unless the State has expressly contracted that they shall not be. Indeed, it is questionable whether or not the State may contract its sovereignty to that extent. No Legislature has the right to bind its successors in these particulars more than in the passage of any general law.

On this subject Judge Cooley says: "It would seem, therefore, to be the prevailing opinion, and one based upon sound reason, that the State could not barter away, or in any manner abridge or weaken, any of those essential powers which are inherent in all governments, and the existence of which in full vigor is important to the well-being of organized society; and that any contracts to that end, being without authority, cannot be enforced under the provisions of the national Constitution now under consideration." Cooley's Const. Limitations, 283. Again, at page 574, the same author says: 'The occasions to consider this subject in its bearings upon the clause of the Constitution of the United States, which forbids the States passing any laws violating the obligations of contracts have been frequent and varied; and it has been held without dissent this clause does not so far remove from State control the rights and properties which depend for their existence or enforcement upon contracts as to relieve them from the operations of such general regulations for the good government of the State and the protection of the rights of individuals as may be deemed important. All contracts and all rights, it is declared, are subject to this power, and not only may regulations which affect them be established by the State, but all such regulations must be subject to change from time to time, as the general well-being of the community may require, or as the circumstances may change, or as experience may demonstrate the necessity." Chief Justice Marshall, in the Dartmouth College case, uses this language. "The

framers of the Constitution did not intend to restrain the States in the regulation of their civil institutions adopted for internal government, and the instrument they have given us is not to be so construed." In the case of Ruggles vs. Illinois, 91 Ill., the question before the Supreme Court of Illinois was as to whether or not the State had the right to fix rates of fare on the Chicago, Burlington and Quincy Railroad The charter of that road, which was enacted before the law authorizing commissions to fix rates, and when there was no reserved power in the Legislature to change or modify charters, authorized the directors to fix the rates. The Court says: "The General Assembly may exercise all power not conferred on the General Government, or which is not prohibited from exercising by constitutional limitation. This being true, has the General Assembly the power to control natural persons and corporations in their business, to protect the community from oppressive, unjust and wrongful impositions in transacting their business, or in performing their duties to the public?"

When the General Assembly brings into existence an artificial person or corporation, it may, at pleasure, endow it with such faculties or powers as it may deem proper, and for the benefit of the corporation and the public. It may grant or withhold powers at pleasure; but it is believed that body is harmless to confer greater or more unlimited powers than are possessed by natural persons. The power, however, may, no doubt, be conferred to that extent when necessary to accomplish the end sought, but it would be contrary to the very object of the creation of government, to create bodies or artificial persons beyond the power of control by the government. To create bodies in its limits beyond the governing power of the State, bodies that are only controlled by their own will, independent of law and beyond its control would be beyond the purpose of establishing government. It has been repeatedly held by the Court, that where a corporation is thus created it becomes amenable to the police power of the State to the full extent that natural persons are subject to its control."

Again, in the same case, the Court says: "If the General Assembly may fix maximum charges beyond which individuals may not go in performing services for the general public, and require them to conform to such requirements, then there can be no just reason why the General Assembly may not require the same of corporate bodies. That body may undoubtedly, for the same reason, and to accomplish the same ends, limit the power of each." In the same case, after referring to the Granger cases, the Court says: "That Court (meaning the United States Supreme Court) further held in Chicago, Burlington and Quincy Railroad Company vs. Blake, Id., 180, "that the Legislature has the same control over railroad corporations And in these cases there does not seem to have been any reservation of such power in their charters, in the Constitution of the State, or in any general law. But the doctrine is placed on the general or necessary power of the State. And it was held not to violate any constitutional limitation, either State or Federal."

"In the case of Winona and St. Paul Railroad Co vs. Blake, *supra*, there does not seem to have been any statutory or constitutional power reserved to thus regulate the charges of the company. And the original charter of the company, we infer, like that of this company, authorized that company to fix its own rate of charges. The court say that the constitutional provision that 'all corporations being common carriers * * * shall be bound to carry mineral, agricultural and other productions or manufactures on equal and reasonable terms,' or the act of the General Assembly of the 28th of February, 1866, providing that the 'company shall be bound to carry freight and passengers upon reasonable terms,' do not add anything to or take from the provisions of the original charter."

The Court then quotes from the Supreme Court of the United States in the cases of Chicago, etc , Railroad Company vs. Iowa, 94 U. S. R., page 161, as follows: "In the case of the Chicago, Burlington and Quincy Railroad Company vs. Iowa, *supra*, it was urged that by its charter it had the right to fix the rates of compensation for the transportation of persons and property over its road; that it could not be controlled or taken away by the Legislature of Iowa fixing a maximum rate of charges for the road. But the court held the law valid and binding, and say: "This company, in the transaction of its business, has the same rights, and is subject to the same control as private individuals under the same circumstances. It may carry when called upon to do so, and can charge only a reasonable sum for the carriage. In the absence of any legislative regulation upon the subject, the courts must decide for it, as they do for private persons, when controversies arise, what is reasonable. But where the Legislature steps in and provides a maximum of charges, it operates upon the corporation the same that it does upon individuals engaged in a similar business. It was within the power of the company to call upon the Legislature to fix permanently this limit, and make it a part of the charter, and if it was refused, to abstain from building the road and establishing the contemplated business. If that had been done the charter might have presented a contract against future legislative interference, but it was not, and the company invested its capital, relying upon the good faith of the people and the wisdom and impartiality of legislators for protection against wrong under the form of legislative regulation ' This case cannot be distinguished, in its principles and material facts, from the one under consideration."

To the same effect is the case of the Illinois Cent. Railroad Co. vs. The People, 95 Ill., 313. In the last case the charter of the company declared that, in consideration of the grants, privileges and franchises conferred" (one of which was that the Board of Directors should have power to establish rates of fare and freight from time to time by their by-laws,) the corporation should pay into the State Treasury a certain per cent. of its earnings. Yet the court held that the Legislature might establish, or empower the Commission to establish rates.

5th. The defendants demur to the bill on the ground that there is a complete remedy at law. If such a suit as seems to be apprehended by the complainant company should be brought against it, there is no question but that it could set up all the defences suggested in the bill. "The existence of statutory relief for the injury complained of is of itself sufficient cause for refusing an injunction," says High on Injunctions, section 90. The reason given in the bill for coming into equity instead of waiting to be sued at law, is that in the event of being convicted at law, the penalty is too great. Well this is the penalty fixed by law. The gist of such an objection is that the Legislature fixed too great a penalty and the Chancellor is asked to prevent the enforcement of the law, to declare that it is wrong in this particular, and restrain the officers of the State in the discharge of their legal duties, until he shall determine whether or not the law is unconstitutional. He is asked to take in charge both law and fact, and hold all in abeyance, dispite the will of the Legislature, that the complainants may persuade him that the law for some reason should not be enforced against them. No Chancellor has ever yet done so, and, if what seems well established precedents are to guide, will not now High on Injcs, 89-94; Yates vs. Village of Batavia, 79 Ill., 500; Chambles, admr , vs. Taber, 26 Ga., 167.

6th. It is objected that the Legislature has made a delegation of its power to Commissioners. This question was made and thoroughly considered in the case of Tilley vs. Commissioners et al. above mentioned. Judge Woods quotes from the case of The People vs. Harper et al., reported in 92 Ill., where the precise question arose under the Constitution and laws of Illinois. The Commission of that State has power to fix rates of charges of warehouses as well as railroads. In the case of Tilley, Judge Woods cites Brunswick vs. Finny 54 Ga , 317 and Powers vs. Dougherty county, 23 Ga , 67. The case is decided upon what seems overwhelming authority.

7th. Now as to "excessive fines" and "unusual punishments" complained of in this bill, it seems only necessary to say that the "fines" and "punishments" contemplated in paragraph 9, article 1 of the Constitution of Georgia has reference to judicial and ministerial officers in the discharge of their duties, and not to fines and punishments fixed by statutes. Certainly the Chancellor would not enjoin the enforcement of a law because the Legislature had fixed too great a penalty for its violation. This was insisted upon in the Tilley case, with many other clauses from the Bill of Rights. Judge Woods says this of all of them in a lump:

"The ingenuity of counsel has brought into the case these various paragraphs of the Constitution in the

hope that the Railroad Commissioners' act might be impaled on some one of them

"I have considered them all. Most of them have but a very remote application to the law—some of them have already been considered by the Supreme Court of the United States in Munn vs. Illinois and Peik vs Chicago, 94 U. S *supra*, and decided to have no control over similar legislation."

8th. Under the charter of the complainant company Mr. Wadley can only lease the right to transport or convey persons. The proviso in the 12th section of the Act of 1833: "*Provided always*, that the said company may, when they see fit, rent or farm out all or any part of their said exclusive right of transportation or conveyance of persons on the railroad or railroads, with the privilege to any individual or individuals, or other company, and for such terms as may be agreed upon, subject to the rates above mentioned."

Now, as this only gives the power to lease the privileges of carrying persons, the lease to Wadley can be operative to that extent only. The bill makes no complaint that the passenger fare, as fixed by the Commission, is in any way wrong. So Mr. Wadley is without cause of complaint, being only a lessee of passenger business. The complainant company is without cause of complaint, for Mr. Wadley is exercising all its rights as to transportation of freights; if this be without legal right, as argued above, nevertheless, the complainant company must resume the exercise of its rights under the charter before it can complain.

MYNATT & HOWELL,
Solicitors for Commissioners.

BRIEF OF CLIFFORD ANDERSON,

ATTORNEY-GENERAL.

The Georgia Railroad and Banking Company, and Wm. M. Wadley vs The Railroad Commissioners and the Attorney-General of Georgia.—Bill etc., for Injunction in Fulton Superior Court.

1st. A court of equity has no jurisdiction in such a case as this. The Act creating the Railroad Commission gives complainants adequate protection at law for any injustice which has been or may be done them. They can refuse to conform their charges for the transportation of freight and passengers to the rates prescribed by the Commission and defend any suits which may be brought by the Attorney-General or by individuals, by pleading that the Act creating the Commission is unconstitutional. This is the sole ground on which they invoke the interposition of a court of equity.

But it is said equity will enjoin to prevent a multiplicity of suits. That doctrine has no application to a case like this. How can the court enjoin from suing all the individuals who may feel aggrieved by the refusal of the road to conform its charges to the rates prescribed by the Commission?

As to enjoining the State or the Attorney-General from enforcing the penalty for extortion imposed by the Act, a court of equity might, with as much propriety, be invoked to enjoin a prosecution for carrying concealed weapons, on the ground that the Act prohibiting persons from carrying arms, except when fully exposed to view, is unconstitutional. The fact that the offender might be subjected to numerous prosecutions would not give a court of equity jurisdiction.

This case is unlike the case of Dodge vs. Woolsey, in 18th Howard, on the authority of which Judge Woods entertained the bill in the Tilley case. Tilley was a stockholder of the Savannah, Florida and Western Railroad Company, and the object of his bill was to enjoin that company from charging the rates prescribed by the Commission. It was in this view the bill was entertained. Tilley, as a stockholder, had no other remedy. If the Act is, as claimed, unconstitutional, the company can safely await any suits which may be founded on a violation of its provisions. If no suits are brought, it can suffer no injury.

2d. As to the Act creating the Commission being an unconstitutional delegation of power by the General Assembly, see brief used in the argument of the Tilley case before Judge Woods (a copy of which was published in the report of the Railroad Commission, dated May 1st, 1881.)

3d. I deny that the charter of the Georgia Railroad and Banking Company contains any grant of power to fix and regulate its own rates within certain specified limitations. Complainants claim that it does, and rely on the 12th section of the charter to support this claim That section reads as follows:

"The Georgia Railroad Company shall at all times have the exclusive right of transportation or conveyance of persons, merchandise and produce over the railroad and railroads to be by them constructed, while they see fit to exercise the exclusive right; provided that the charge of transportation or conveyance shall not exceed fifty cents per hundred pounds on heavy articles, and ten cents per cubic foot on articles of measurement, for every one hundred miles, and five cents per mile for every passenger."

Complainants, in order to maintain their position, must show a grant of the power claimed in clear and unequivocal words They can take nothing by implication. See 49th Ga., 15; 50th Ga., 620.

Now, what is the grant contained in this 12th section? Clearly, in the language of the section itself, "the *exclusive* right" to transport passengers and merchandise "over the railroad and railroads to be constructed by them, while they see fit to exercise the exclusive right." On what condition? If "the charge for transportation or conveyance shall not exceed fifty cents per hundred pounds on heavy articles, and ten cents per cubic foot on articles of measurement, for every one hundred miles," etc.

There is certainly no grant here that so long as the rates specified are not exceeded, the company may charge what it pleases. But complainants insist that such is the proper if not necessary inference. The reply is, that such a power cannot be implied. It must be given "in clear and unequivocal language," or it will be held not to exist.

I go further, however, and maintain that such a grant of power is not even inferable from the language used. The Legislature has simply guaranteed to the company and its lessees the "exclusive right" to carry freight and passengers over the road or roads to be constructed, if the charges do not exceed certain specified rates. It has not undertaken to confer on the company or its lessees the power to fix its own rates below a certain maximum. It, in plain language, has granted an "exclusive right" on certain conditions. An exclusive right to convey freight and passengers. Because the Legislature has prescribed certain maximum charges which cannot be exceeded without forfeiting this "exclusive right" of using the road, the Court is asked to *infer* that it intended to grant the power to the company to charge any rates it pleases, less than the maximum charges mentioned. This the Court cannot do without disregarding the well-settled rule of construction, applicable here, that such a power as that claimed by complainants cannot be held to exist unless it is granted in plain and unequivocal language. That it cannot rest on inference. Even if the word "provided" in the second proviso to the 12th section is not synonimous with "if," it is sufficient to say that the same word is often used in different senses.

4th. As to the general power of the Legislature to regulate freight and passenger tariffs on railroads, in the absence of any provision in their charters to the contrary, it is unnecessary to cite any other authority than Munn vs. Illinois, 94th U. S. Reports.

DECISION OF T. J. SIMMONS,

JUDGE SUPERIOR COURT, MACON CIRCUIT.

The Georgia Railroad and Banking Company and W. M. Wadley vs. James M. Smith, Campbell Wallace, Leander N. Trammell, Railroad Commissioners, and Clifford Anderson, Attorney-General.—Bill for injunction in Fulton Superior Court.

It appears from the record that this bill was presented to Judge Hillyer, of the Atlanta Circuit, who declined to hear it because he was disqualified on account of interest in the subject matter of the suit. It was then presented to Judge Lawson, of the Ocmulgee Circuit, who granted a temporary restraining order, and set the case for a hearing on the 10th of April. It seems to have been continued by consent of counsel until the 25th day of May, when Judge Lawson determined he was also disqualified.

The bill was then presented to me on that day, and by agreement of counsel for both parties, I heard the case on that day and the next.

The regular term of Bibb Superior Court was in session at the time of the hearing, and continued in session until the first of July. On account of the continuous duties devolving upon me, as judge of this circuit, I regret that I have not had more time to devote to so grave and important a case as the one under consideration. The bill seeks to enjoin the Railroad Commissioners of the State from enforcing Circulars Nos. 20 and 21, issued by them, upon four grounds.

PLEA FOR INJUNCTION.

1. Because the charter of the Georgia Railroad and Banking Company is a contract between the State of Georgia, and by said contract the company has the right to charge any rates of freight not exceeding those limited in the charter—and that Circulars Nos. 20 and 21 forbid the company from charging the rates allowed by the charter, and that therefore the acts of the Commissioners impair and destroy the contract between the State and the company, and are void under the Constitution of the United States.

2. The act creating the Railroad Commission is null and void, because it is in conflict with the Constitution of Georgia, which forbids the imposing of excessive fines.

3. Said act is unconstitutional and void, because it is the duty of the Legislature, under the Constitution, to regulate freights, and this is an attempt of the Legislature to delegate its power to a commission.

4. Because the rates prescribed by the Commission in Circulars Nos. 20 and 21 are not just and reasonable, but unjust and unreasonable.

The respondents demur to the bill, and for cause of demurrer say, that there is no equity in the bill, and that complainants have a complete and adequate remedy at law.

Respondents also plead, and for plea say that complainants, the Georgia Railroad Company and W. M. Wadley, have not sufficient interest in the subject matter of the suit to authorize them to maintain a bill of this character. They say that the railroad company has leased the railroad and all its franchises to Mr. Wadley, and that Mr. Wadley has leased, or transferred his interest to the Central Railroad and to the Louisville and Nashville Railroad.

Respondents also answer the bill and deny that the railroad company have any such contract with the State as claimed by them in their bill. They insist in their answer that the rates prescribed by them in the circulars complained of, are just and reasonable, and that the act creating the Commisssion is a valid and constitutional law. This is the substance of the pleadings of the parties.

The first question that claims my attention is the demurrer of the respondents.

HAS EQUITY JURISDICTION.

Has equity jurisdiction in a case like this? I am inclined to answer that it has. Here is a railroad company, who alleges that they have a charter granted them by the State; that in said charter a right is given them by contract to regulate the charges for freight and passenger tariffs on their railroad.

They allege, also, that the State, by another act of its Legislature, has deprived them of the benefits of their contract previously made. They say that the State not only does that, but in the latter act it provides for large and excessive fines and penalties against them if they should insist on their rights under their charter,

and thus violate the last act, or refuse to submit to the rates prescribed by the Commission. The act declares that the Commission, the officers of the State, shall institute suits for a violation of their rules, and that in case of conviction the fines shall be from one to five thousand dollars. It also allows every person who ships freight over the line of the railroad to bring suit in case he is charged more than the rates prescibed, and he will be authorized to recover damages.

The complainant, in good faith, relying upon its alleged contract, but uncertain as to the judgment of the courts, upon the construction of its charter; alleging that it has obeyed the rules of the Commission until the rates prescribed by them have been reduced so low that they cannot run their road at a profit; alleging that their very existence as a corporation is threatened by the action of the Commission; that their franchise will be rendered useless; knowing that if they refuse to submit to the rates prescribed that they will be sued, and if they should be wrong in the construction of their charter, and the courts should so determine, that the fines inflicted for every violation of said rules, would be more than they can pay and exist; believing that every person who ships freight or travels over their road will institute suits, as well as the Railroad Commission, with no right or power on their part to institute a suit at law to test their rights, with no adversary that they could hold liable for damages in case they sustained any by the action of the officers of the State, they ask the courts of the other contracting party to construe this law, and to tell them the meaning of it, before they run this great risk. I do not think that a Court of Equity should close its doors to such a complainant. Especially is this true between the State and one of its own citizens—its own creatures. It is true that, as between individuals, when there is a complete and adequate remedy at law, equity will not take jurisdiction. But is that true in this case? What remedy has this complainant if he is forbidden the Court of Equity? He cannot institute a suit at law. Must he go forward and violate the law in order that he may be sued and then defend? Or must he submit to what he believes to be a great wrong for fear of the fines to be inflicted in case he is not sustained by the courts?

THE STATE'S INTEREST.

What matters it to the State which one of her courts construes her laws? Here her good faith is attacked; her policy is questioned; her courts are appealed to. She cannot be hurt in either court. If her suiter is denied this remedy, if she refuses by her own courts to construe this law, one of her citizens may be ruined. What matters it to her whether the person she has appointed to construe her laws be addressed as Chancellor or as Judge? He is the same person and holds both courts.

Equity will always interfere to prevent a multiplicity of suits. It will scarcely be denied that, if complainants are denied this jurisdiction that they will either have to obey the rules of the Commission or that numberless suits will be brought against them. If they are right in the construction of their charter of course they will prevail, but at the end of numberless suits in every county along their line. If they are wrong the consequences would be fearful.

Besides, all this equity will interfere to protect a franchise. The State has granted these complainants a franchise to run its road from Augusta to Atlanta. They allege that by the action of the Commission their franchise is being destroyed. That a part of this franchise is their right to charge rates subject to the limitation of their charter. That the rates of Commission are so low that they cannot run their road and make a profit.

Whether these charges are true or not I cannot say, but in considering this demurrer I must take them as true, because the demurrer admits them to be true. If they are true, then the complainants should be heard.

I cite the following authorities to sustain this conclusion: Code 4178, 3081, as to the right to sue in equity. As to multiplicity of suits, Code 3283; High on injunctions—section 12; Adams equity, 407. As to protection of franchises, High on injunctions—section 570; Ibid 601; Osborn vs. U. S. Bank, 9; Wheaton, 740. This case will also dispose of the position of one of respondent's counsel that a public officer of a State cannot be enjoined.

The plea of the respondents will be next considered. That is that the Georgia Railroad Company and Mr. Wadley have not sufficient interest in the subject matter of this suit to entitle them to maintain it.

It appears from the bill of complainants and

the exhibits that the Georgia Railroad Company, on the 7th day of May, 1881, leased their railroad from Augusta to Atlanta, with all its branches and with all its privileges, both general and exclusive, to William M. Wadley for the sum of $600,000 per annum.

It further appears from said lease that the lessee agreed to deposit one million dollars of bonds, as a security for the faithful performance of his part of the contract, and to indemnify the company against all damages which they might sustain by the running of the road by the lessee. These bonds were to remain on deposit as long as the lease existed.

It further appears from the cross-bill of respondents and the affidavit of Mr. Wadley, read before me that, after the lease was consummated, he turned over the leased property to the Central Railroad and Banking Company and to the Louisville and Nashville Railroad Company, upon their payment to him of $12,500 each, and that the Georgia Railroad is now being run under the management of the Central and Louisville and Nashville Railroad Companies; and that as an individual Mr. Wadley has no interest in the running of said road, neither in the profits nor losses.

THE COMPLAINANT'S INTEREST.

If this be true, have the complainants sufficient interest in the subject matter of the suit to authorize them to maintain it?

I think not. To enable a party to maintain a suit, he must have an interest in the subject matter of it, or in the result of it. What interest has the Georgia Railroad Company in this suit?

It has leased its road, its cars, engines, branches, privileges, general and exclusive, indeed everything it possessed but its bank, to Mr. Wadley.

It is true that the bill alleges that it is still liable to the public for any breach or failure of duty by the lessee. There being no stipulation of that sort in the deed of lease, it must be a conclusion of law of the complainants. Is the conclusion correct? In this case I do not think it is. The authorities cited in the brief of complainants' counsel do not apply to the facts of a case like the one under consideration. The cases cited are where the railroad companies leased without authority from the Legislature. The case in 5th Wallace is where the Illinois Central owned the road and had leased to the Michigan Central the privilege of running its train over a part of its road, without authority from the Legislature. The case cited in the 49th Ga., 355, is where an excursion party, the officials of the Georgia Railroad Company were allowed to run an engine and cars belonging to the Georgia Railroad over the track of the Macon and Augusta Railroad, and the damage was done by a collision of the excursion train with an engine of the Macon and Augusta Company. In the case of Railroad vs. Brown, in 17th Wal., 450, the road on which the injury was sustained was run by a receiver at one end and by lessees at the other.

In all these cases the court held properly that the road allowing other roads to use its track was liable. None of them had legislative authority to make the lease.

The citation made from Pierce on railroads sustains my position. Wherever a railroad company allows another company to use its track, without special statute authority, it is liable for any injury or wrong which the railroad company using its track may commit.

The reason for this rule is that the Legislature has granted to this company a franchise to run its road through the country over any person's land, with or without his consent, and grave and responsible duties and obligations devolve upon the company that accepts the franchise. These obligations and duties they cannot absolve themselves from without the consent of the Legislature. 17 How., 40.

If, upon the other hand, they, the railroad company, has authority from the Legislature to lease its road, and in conformity to that authority does lease to an individual or other company, then it is not liable for the acts of the lessee. In the case under consideration, the Georgia Railroad Company had authority under its charter to lease any part or the whole of its exclusive right of transportation of persons or property over its road. Mr. Wadley had the right to lease it, and did so. The IXth section of the Act of Octoher 14, 1879, declares: "That if any railroad company doing business in this State, by its agents or employes, shall be guilty of a violation of the rules," etc. The XII section defines what is meant by railroad company or railroad corporation, and says that the terms shall embrace all corporations owning or operating any railroad in the State, and that the Act shall apply to all persons and firms

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that shall do business on railroads. Now it is conceded that the Georgia Railroad Company is not now doing business in this State. It has no agent or employe upon the whole line of its road, or engaged in the business of transportation over it. Corporations act through their agents. How then could it be held liable for acts which it never did, or authorized any one else to do?

How could it be made liable for a violation of the rules of the Commission when it had never violated them, or authorized any one else to do so? As far as we know it may be willing, even anxious, to adopt the rates prescribed, but it has no voice—it has no power. Its corporate name, and its bank is all that is left of this once rich and powerful corporation. It has leased everything it possessed for ninety-nine years. That is, in effect, a sale. As far as this and the two succeeding generations are concerned, it is a sale. Some recent authorities declare such a lease a virtual sale. I am of the opinion, therefore, that the Georgia Railroad Company has not a sufficient interest, either present or in remainder, in the subject matter of this suit, to maintain this bill.

If the Georgia Railroad Company has not sufficient interest has Mr. Wadley? It appears from the record that Mr. Wadley leased this road on the 7th day of May, 1881. The terms of the lease were $600,000 rental per annum, and that to secure the payment of the rent, and for other purposes, he was to deposit $1,000,000 worth of bonds. It further appears that on the first day of May, 1881, the Central Railroad and Banking Company and the Louisville and Nashville Railroad Company agreed to pay Mr. Wadley $25,000 for his bargain, and to lend him one million of their bonds, to be deposited in accordance with the terms of his lease, in consideration of the agreement upon the part of Mr. Wadley that the two roads should exercise control over and receive the benefits to accrue from the management of the Georgia Railroad under the lease.

In other words, Mr. Wadley, for a sufficient consideration, sublet the Georgia Railroad to the Central Railroad and Louisville and Nashville Railroad. That is really the legal effect of the contract, which he says he made with the two companies. He, as an individual, exercises no control or ownership over the leased road. He receives none of the profits, nor bears none of the losses. The security of a million dollars of bonds does not belong to him, but is the joint property of the sub-lessees. If the road makes profits he is not entitled to share them. If it sustains losses he does not bear any part of them; certainly none until the one million of bonds is exhausted, and that amount seems to have been considered by all parties a sufficient security or indemnity.

What interest, then, has he in the subject matter of this suit, or the result of this litigation?

I am compelled to answer that he has none. He has sold the interest which he acquired under the lease, and according to his affidavit, the Central Railroad and the Louisville and Nashville Railroad are the only parties who have a sufficient interest in the matter to file a bill of this character.

The validity of their contract with Mr. Wadley is not before me, and I will not pass upon it now. It may have been, and doubtless was, a good arrangement for the two roads. It might turn out upon an investigation of the charters of the Georgia Railroad and Central Railroad that the Central had the right to lease, not only from Mr. Wadley, but from the Georgia Railroad. Upon this I express no opinion now.

It may be asked that, in case the rules of the Commission were violated, whom could they sue, under the Act of 1879? My reply is, that the XIIth section of that Act points out the proper parties. Whoever owns or operates a railroad, whether they be a corporation, a person, firm, or association of firms, they are the persons who are liable under that Act. If they are operating the road, and violate the rules of the Commission, they are liable.

This disposes of the demurrer and plea of respondents, and I might stop here and refuse the injunction, for the reasons given in considering the plea. It is an important case, and other questions were argued before me, and I deem it my duty to consider and determine all the questions made in the argument.

This brings me, then, to the grounds urged by the complainants in support of the injunction. These, as before stated, are four in number. Two of them were not insisted on before me, to-wit: the 2d and 4th, and I will not pass upon them.

The third ground is that said Act is uncon-

stitutional, because it is the duty of the Legislature to regulate freights, and that the Act of 1879 is an attempt of the Legislature to delegate its power to a Commission.

The truth of this ground was ably and forcibly argued by complainant's counsel, but I have been unable to arrive at the conclusion of the learned counsel. I must say, as I intimated at the hearing, that the opinion of Mr. Justice Woods is conclusive upon that point. On account of the earnestness and sincerity manifested by counsel in their argument upon this point, I have re-examined the opinion of Judge Woods, and am convinced that it is a sound exposition of the law upon that point. I deem it unnecessary for me to elaborate, but adopt the reasoning and conclusion as my own upon this point.

The only remaining point in the case, and the one most elaborately argued before me is the proper construction of the XIIth section of the charter of the Georgia Railroad.

It reads as follows:

"That the said Georgia Railroad Company shall at all times have the exclusive right of transportation or conveyance of persons, merchandise and produce, over the railroad and railroads to be by them constructed, while they see fit to exercise the exclusive right: *Provided*, that the charge of transportation or conveyance shall not exceed fifty cents per hundred pounds on heavy articles, and ten cents per cubic foot on articles of measurement, for every one hundred miles, and five cents per mile for every passenger: *Provided always*, that the said company may, when they see fit, rent or farm out all or any part of their said exclusive right of transportation or conveyance of persons on the railroad or railroads with the privilege to any individual, or individuals, or other company, and for such term as may be agreed upon, subject to the rates above mentioned." Acts of 1833, page 262.

It was insisted by counsel for complainant that the proviso was a contract made between them and the State, whereby the State agreed with them that it would never seek to regulate their freights and tariffs so long as they did not exceed the maximum mentioned in the proviso. They insist that they have the right under their contract with the State to regulate their own charges, free from the intervention or control of the State, so long as they do not exceed the limits fixed in their contract. They say, also, that the rates prescribed by the Commission is in violation of that contract, and is void under the Constitution of the United States. The counsel for respondents insist that that is not the proper construction of the proviso; that it is not such a contract as claimed by complainants. That it is no part of the grant from the State to the company, but a limitation upon the grant. I have given this subject more study and reflection than I have to any other branch of the case.

In order to determine the true meaning of this section, we must endeavor to ascertain the intention of the Legislature which granted the charter. To do that we must go back to the year 1833 when this charter was granted, and ascertain, if we can, the ideas entertained by the people of that day as to what a railroad was. We are also allowed by the authorities to consult contemporaneous legislation upon the same and similar subjects to ascertain the true meaning of an Act, and the intention of the Legislature in passing the Act. We find then that, at the time this charter was granted that there was not a mile of railroad in the State. That this was among the first charters granted by the Legislature. I have learned from a communication from a gentleman who was a member of the Legislature in 1833 that this charter was copied from a charter granted by the Legislature of New York or Pennsylvania.

I also find from reading railroad history that the first charter ever granted to a railroad was copied from a canal charter.

In reading the charter under consideration, we find that the title to the Act was to authorize the company to construct a railroad or turnpike. Power was given the charter to purchase land on which to erect "toll-houses." In case the company saw fit to open their road to public use it had power to "prescribe the construction and size or burthen of all carriages and vehicles that were to be used or pass over said road." Power was also given to the company "to construct common roads, and use steam carriages thereon if they should deem them preferable." In reading the charter of the Central Railroad, granted at the same session of the Legislature, we find the same ideas. The exclusive use of the railroad is given the company, with power, if they see fit to let others use it, to collect tolls on any boat, car or vehi-

cle, with power to stop them in case the tolls are not paid." The charter further provides that "if any boat, car or vehicle shall pass by any place appointed for receiving tolls without paying them, they shall forfeit for such offense twenty-five dollars." In the charter granted to the Monroe Railroad at the same session, this same exclusive right of transportation is given almost in the exact language of this charter, and the next section makes it a misdemeanor for any person to intrude on said road by any manner of use thereof without the consent of said company.

Other charters granted about the same time contain similar clauses. Taking all these things into consideration, I come to the conclusion that the idea of the Legislature in the year 1833 was that they were granting the power to these companies to build public highways, similar to turnpikes or canals. If they were public highways, any person had the right to pass over them with his vehicle, his carriage or his car, by paying the tolls demanded of him by the company. In consideration, however, of this company going forward and constructing their road, the Legislature gave them the exclusive right to transport persons or property over the road.

It is said to the company, if you build this road it will be a public highway, but we will grant you the exclusive right to use it, so long as you see fit to do so, upon the condition that you do not charge more than fifty cents per hundred on freight, and five cents per mile for passengers. As long as you do not charge more, you shall have this exclusive right, and no person or other company will be permitted to interfere with you. If you do charge more, you shall forfeit your exclusive right, and the road shall be open to the public as a highway. This may seem crude and even fanciful to us now, but we must remember that this charter was granted fifty years ago, when there was not a rod of railroad in the State, and when there was only a few hundred miles in the whole United States, and they were being run by horse-power instead of steam. I apprehend that not a member of the Legislature which granted this charter had ever seen a railroad or a locomotive, or had the remotest conception of the railroads of to-day. Having shown the reason or the intention of the Legislature in inserting this section in this and other charters granted at the same time, let us apply the rules of judicial construction to this grant, and see if the claim of the complainant's counsel is sustained by those rules. We find that the grant to this company was two-fold:

1. The right to construct and maintain a railroad from Augusta to Atlanta.

2. The exclusive right of transportation over said road when built.

The character and extent of the first is not material to the question under consideration.

What was the extent and what were the conditions of the second grant are the questions to be determined.

Did the Legislature give to this company for all time the exclusive right to fix their rates of freight and passage, provided the same did not exceed a certain amount? Certainly an express grant to do this cannot be found in this charter, and it can only be implied from the first proviso to this section, and such meaning can only be arrived at by supplying or changing the words of the section. This section must be construed strictly against the company, giving them no power except by express grant, and depriving the State of no right of future legislation, except such as there is a clear and manifest intention on the part of the Legislature to have conveyed away.

In West End Street Railroad Company vs. Atlanta Street Railroad Company, 49 Ga., 151, the Supreme Court say "that it is a well established rule of law that an exclusive grant in derogation of common rights, as well as in all cases in which exclusive rights are claimed under a legislative grant to a corporation, that such grant should be strictly construed, and that nothing is to be intended beyond the express words contained in it."

And in Mayor and Council of Macon vs. The Central Railroad, 50 Ga., 621, it is announced as a "cardinal rule of construction of grants by the public that nothing passes by implication; that statutes under which special privileges * * * are claimed by a corporation will be strictly construed in favor of the public." In the latter case Trippe, J., in his opinion, says that the authorities on this point are so uniform that it is unnecessary to discuss it, and says that the principle has been repeatedly recognized by our Supreme Court. Referring to 7 Ga., 221; 8 Ga., 23; 9 Ga., 517. The reason for this rule is certainly of the strongest. A

corporation which claims by the action of one Legislature to have been placed above and beyond the power of all subsequent Legislatures should be required to sustain its claim by the clearest and strongest evidence; and should not be allowed to set up a presumption that the Legislature meant to give more than they actually did give. This being the rule of law in cases like the one under consideration, can we give the section the construction claimed by complainants without violating the rule that nothing passes by implication. While it is true that a proviso may contain a grant, yet that is not the office of a proviso.

"A proviso in deeds or laws is a limitation or exception to a grant made or power conferred; the effect of which is to declare that the one shall not operate or the other be executed unless in the case provided."

Voorhees vs. U. S. Bank, 10; Wheaton, 471; Sedgwick on Construction of Statutes, 49; Potter's Dwarris, 119.

Keeping in view the object and purpose of the Legislature in making this exclusive grant of transportation, as before shown, and applying these rules, can it be said that the proviso is a part of the grant? Is it clear to the judicial mind that the Legislature intended to grant in this proviso the power to this company to fix rates for all time without being subject to legislative control? Can it be said that the right claimed by the complainants is clear and manifest?

In order to meet their construction, would it not be necessary to supply certain words?

Is it at all clear that any grant is made in the proviso? Certainly no express grant is made. On the contrary, is it not clear to the judicial mind that the proviso was intended as a limitation upon the exclusive right of transportation? It was a right granted in derogation of the rights of the public. Railroads are public highways. The public had a right to use all highways, but in this case the public were forbidden to use this highway, upon the condition that the company would not charge more than the rates mentioned.

The only effect of charging more than the rates mentioned in the proviso, would be to render inoperative so much of the section as precedes the proviso. No penalty is attached for charging greater rates than those prescribed, nor could any be exacted for making such charge. Nor would they by doing so place themselves in a position where their franchise might be forfeited. Their powers and privileges under the other section of the charter, would not be in any manner affected by such action on their part. Can it be said that when the Legislature have made only a part of the franchise granted, dependant upon a certain rate being charged, and the franchise being of such character that the remainder of it can be exercised without reference to that part so conditionally granted, that they have, therefore, fixed rates that can never be subject to other legislative action. A greater charge than those mentioned in the proviso, would not affect the company as to their general rights under their charter. The only effect would be to lose or forfeit their exclusive right of transportation. They could still use the road and charge what rates they pleased, subject to the regulation of the Legislature or the courts. In case they charged more than the rates mentioned in the proviso, the Legislature might, if they saw fit, authorize other companies to run their trains over the road. This is frequently done in England.

For the reasons given in this opinion, I refuse to grant the injunction prayed for by complainants. T. J. SIMMONS, J. S. C.

ORDER DENYING INJUNCTION.

The Georgia Railroad and Banking Company, and William M. Wadley, vs. James M. Smith, Campbell Wallace, Leander N. Trammell, Railroad Commissioners, and Clifford Anderson, Attorney-General.—Bill for Injunction, Fulton Superior Court.

This case was argued before me on the 25th and 26th days of May last. I have held it up for consideration until to-day, and after considering the bill, the answer and cross bill, and the affidavits,—It is ordered, considered, and adjudged that the injunction prayed for in said bill be refused on the grounds, and for the reasons given in a written opinion filed herewith.

It having been intimated to me by Complainants' counsel that they desired to except

to this order, and carry the cause to the Supreme Court, it is further ordered that the temporary restraining order heretofore granted by Judge Lawson be continued in force for twenty days when further supersedeas may be granted on the filing of the bill of exceptions.

It is further ordered that the Clerk of Fulton Superior Court enter this order on the minutes of said Court. T. J. SIMMONS,

July 13, 1882. Judge S. C.

BILL OF EXCEPTIONS.

The Georgia Railroad and Banking Company and Wm. M. Wadley, plaintiffs in error, vs. James M. Smith, Campbell Wallace, Leander N. Trammell, Railroad Commissioners, and Clifford Anderson, Attorney-General, defendants in error.

Be it remembered that heretofore, to-wit: on the 28th day of March, 1882, The Georgia Railroad and Banking Company, a corporation created by and existing under the laws of said State, and William M. Wadley, a citizen of said State, presented their Bill of Complaint hereinafter set forth, on the Equity side of the Superior Court of Fulton county, to the Honorable George Hillyer, the Judge of said Court, who by reason of interest was disqualified from presiding; that said Bill was then presented to the Honorable Thomas G. Lawson, Judge of the Superior Courts of the Ocmulgee Circuit, at chambers, who passed the restraining order and order to show cause hereinafter set forth. That by regular assignment said cause came on to be heard on the 25th day of May, 1882, before said Judge, when said Judge declined to hear said cause and passed a written order to that effect, which is hereinbefore set forth. Whereupon the said Complainants presented said Bill to the Honorable Thomas J. Simmons, Judge of the Superior Courts of the Macon Circuit, notice of such presentation having been duly given to the Defendants' solicitors

The said Bill of Complaint and the orders and endorsements of the several Judges, are as heretofore set forth:

And the said Complainants, then and there, by their Solicitors excepted to the said opinion, order and decree; and now on the 31st day of July, 1882, within twenty days from the rendition of the said decision and the filing of the same, come and tender this, their Bill of Exceptions, praying that the same may be certified according to law, and say that the said Judge erred.

First. In refusing to grant the Injunction as prayed for on each and every of the grounds in Complainants' said bill set forth.

Second. In deciding that the Complainants, The Georgia Railroad and Banking Company and William M. Wadley have not a sufficent interest, either present or in remainder, in the subject matter of the suit, to maintain the bill.

Third. In deciding that the Act of the Legislature creating the Railroad Commission was not unconstitutional, null and void, as being an attempt to delegate Legislative powers to said Railroad Commission, and in conflict with Paragraph 9, Article 1, of the Constitution of the State of Georgia, which forbids the imposing of excessive fines, or the inflicting of unusual punishments.

Fourth. In the construction which the said Judge placed upon the charter of the Complainant—The Georgia Railroad and Banking Company.

Fifth. In deciding that the twelfth section of said charter did not create a contract between the State and the said Georgia Railroad and Banking Company by which the said company has the right to charge any rates of freight and of passenger tariffs not exceeding those limited in the said twelfth section of said charter.

Sixth. In deciding that said Act of the Legislature creating the Railroad Commission is not unconstitutional, null and void by virtue of Paragraph 1, Section 10, of Article 1, of the Constitution of the United States, which prohibits the States from passing any law impairing the obligation of contracts.

JOS. B. CUMMIMG,
A. R. LAWTON.
Solicitors for Plaintiff in Error.

I do certify that the foregoing Bill of Exceptions is true, and contains all the evidence material to a clear understanding of the errors complained of; and the Clerk of the Superior Court of the County of Fulton is hereby required and ordered to make out a complete copy of the record of said case, and certify the same as such, and cause the same to be transmitted to the next September Term of the Supreme Court, that the errors alleged to have been committed, may be considered and corrected. T. J. SIMMONS,

July 31, 1882. Judge S. C.

APPENDIX B.

RULES, RATES AND REGULATIONS,

ESTABLISHED BY THE COMMISSION.

The following pages (to No. 7, inclusive) are certified by the Commission to be the substance of all circulars, and correction of all errata, up to date,

OCTOBER 15, 1882.

A STANDARD "SCHEDULE OF JUST AND REASONABLE RATES

Of Charges for the transportation of Passengers, and Freights and Cars," made by the Railroad Commission, in conformity with the Act of October 14, 1879, to be observed within the State of Georgia, by each of the Railroad Corporations doing business in this State (with such modifications only as may be hereinafter set forth), and a copy to be posted by each Railroad Company at each of its Stations. This Schedule to go into full effect and operation on October 15, 1882.

PROCEEDINGS BEFORE THE COMMISSION.—All complaints made to the Railroad Commission of alleged grievances, must plainly and distinctly set forth the grounds of complaint; and if more than one, the several grounds; the items being numbered, and objections all set forth in writing

In like manner all defenses must be distinctly set forth in writing, and the items numbered as above stated.

These specifications, whether of complaint or defense, may be accompanied, if the parties desire, by any explanation or argument, or by any suggestion as to the proper remedy or policy. The parties may also be heard in person or by attorney, or by written argument, upon such written statement being first filed.

PASSENGER RULES AND TARIFFS.

The Railroads operated in Georgia are, for PASSENGER business, divided into three classes —A, B and C, and permitted to charge respectively 3, 4 and 5 cents per mile.

IN PASSENGER CLASS A—
3 cents per mile.

Alabama Great Southern.
Atlanta and West Point.
CENTRAL, including the Central, the Southwestern, Savannah, Griffin and North Alabama, the Upson County Railroad, and all branches and leased lines.
Cherokee.
Columbus and Rome.
EAST TENNESSEE, VIRGINIA & GEORGIA, including the East Tennessee, Virginia and Georgia, the Selma, Rome and Dalton, the Cincinnati and Georgia, the Macon and Brunswick, and all branches or leased lines.
Georgia Railroad.
Marietta and North Georgia.
RICHMOND AND DANVILLE, including the Richmond and Danville (or Atlanta and Charlotte Air-Line), the Elberton Air-Line, the Hartwell, the Lawrenceville, the Roswell, the Northeastern, the Georgia Pacific.
Rome Railroad.
SAVANNAH, FLORIDA AND WESTERN, including Waycross and Florida Railroad.

IN PASSENGER CLASS B—
4 cents per mile.

Augusta and Knoxville.
Gainesville, Jefferson and Southern.

IN PASSENGER CLASS C—
5 cents per mile.

Gainesville and Dahlonega.
Louisville and Wadley.
Sandersville and Tennille.
Talbotton.
Walton County.

STANDARD PASSENGER TARIFF.

For a passenger with baggage, not exceeding 100 pounds, the rates per mile shall not exceed the following, viz.:

FOR PASSENGERS.	ON ROADS IN		
	Class A.	Class B.	Class C.
12 years old and over. .	3	4	5
Over 5 and under 12 . .	1½	2	2½

PASSENGER RULES.

1. No more than these rates for passengers shall be charged when the Ticket Office shall not have been open for a reasonable time before the departure of the train from a station.

2. When the passenger fare does not end in 5 or 0, the nearest sum so ending shall be the fare. For example: for 27 cents collect 25; for 28 collect 30.

3. This Tariff applies to through as well as local rates, and is not to be exceeded directly or indirectly by any through arrangement: *Provided*, That a railroad may charge 25 cents as a minimum full rate, and 15 cents as half rate, when the fare would be less than those amounts.

4. No restriction of any sort is placed by the Commission upon the reduction of passenger rates below the Standard Passenger Tariff.

5. Tickets on sale at any office in a city must be kept on sale at the Depot Ticket Office of the same railroad at the same prices.

PASSENGERS WITHOUT TICKETS.

6. The regulation of the railroads as to passengers without tickets are matters of police, with which the Commission will only interfere upon complaint of abuse. An extra charge of more than 1 cent a mile, full rate, or ½ cent half rate, is regarded as excessive, unless such extra charge would fall below the minimum above given.

SLEEPING CARS.

7. The fare for berths on Sleeping Cars shall not exceed $1.00 for 100 miles or less, and for distances over 100 miles shall not exceed the rate of one cent per mile for each berth: *Provided*, however, that for a lower berth, with the upper berth not lowered, the fare may be not exceeding $1.50 for 150 miles or less, and for distances between 150 and 200 miles, not exceeding $2.00.

BAGGAGE CHECKS.

8. By §2072 of the Code of 1873, it is made the duty of all railroads to furnish baggage checks from any station to any station on the line controlled by it.

CLASS GOODS.

	100 POUNDS.											Bbl.		100 lbs.
DISTANCE.	First Class.	Second Class.	Third Class.	Fourth Class.	Fifth Class.	Sixth Class.	Bagging and Ties.	Bulk Meat, C. L., Bacon, packed.	Flour, Meal, etc., in Sacks.	Hay, Straw, etc, C. L. Grain, Peas, etc., in any quantity.	Ale and Beer.	Flour, Meal, etc.	Beef and Pork.	Whisky.
	1	2	3	4	5	6	A	B	C	D	E	F	G	H
MILES.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	$Cts	Cts.
10	16	14	13	10	9	8	8	8	4½	4	9	9	28	10
20	20	18	16	14	12	10	10	10	5½	5	12	11	35	14
30	24	21	19	17	14	11	11	11	6	5½	14	12	38	17
40	27	24	22	20	16	12	12	12	6½	6	16	13	43	20
50	**30**	**27**	**25**	**22**	**18**	**13**	**13**	**13**	**7**	**6½**	**18**	**14**	**45**	**22**
60	33	30	27	24	19	14	14	14	7½	7	19	15	49	24
70	36	33	29	26	20	15	15	15	8	7½	20	16	53	26
80	39	36	31	28	21	16	16	16	8½	8	21	17	54	28
90	42	38	33	29	22	17	17	17	9	8½	22	18	59	29
100	**45**	**40**	**35**	**30**	**23**	**18**	**18**	**18**	**9½**	**9**	**23**	**19**	**63**	**30**
110	48	42	37	31	24	19	19	19	10	9½	24	20	67	31
120	51	44	39	32	25	20	20	20	10½	10	25	21	70	32
130	54	46	41	33	26	21	21	21	11	10½	26	22	73	33
140	57	48	43	34	27	22	22	22	11½	11	27	23	77	34
150	**60**	**50**	**45**	**35**	**28**	**23**	**23**	**23**	**12**	**11½**	**28**	**24**	**81**	**35**
160	62	52	46	36	29	24	24	24	13	12	29	26	84	36
170	64	54	47	37	30	25	25	25	14	13	30	28	87	37
180	66	56	48	38	31	26	26	26	14	13	31	28	91	38
190	68	58	49	39	32	27	27	27	15	14	32	30	95	39
200	**70**	**60**	**50**	**40**	**32**	**27**	**27**	**27**	**15**	**14**	**32**	**30**	**95**	**40**
210	71	62	51	41	33	28	28	28	16	15	33	32	98	41
220	72	64	52	42	33	28	28	28	16	15	33	32	98	42
230	73	66	53	43	34	29	29	29	17	16	34	34	1 01	43
240	74	68	54	44	34	29	29	29	17	16	34	34	1 01	44
250	**75**	**70**	**55**	**45**	**35**	**30**	**30**	**30**	**18**	**17**	**35**	**36**	**1 05**	**45**
260	76	71	56	46	35	30	30	30	18	17	35	36	1 05	46
270	77	71	56	46	36	31	31	31	19	18	36	38	1 08	46
280	78	72	57	47	36	32	32	32	19	18	36	38	1 12	47
290	79	72	57	47	37	32	32	32	20	19	37	40	1 12	47
300	**80**	**73**	**58**	**48**	**38**	**33**	**33**	**33**	**20**	**19**	**38**	**40**	**1 16**	**48**
310	81	73	58	48	38	33	33	33	21	19	38	42	1 16	48
320	82	74	59	49	39	34	34	34	21	20	39	42	1 19	49
330	83	74	59	49	39	34	34	34	22	20	39	44	1 19	49
340	84	74	59	49	39	34	34	34	22	20	39	44	1 19	49
350	**85**	**75**	**60**	**50**	**40**	**35**	**35**	**35**	**23**	**21**	**40**	**46**	**1 22**	**50**
360	85	75	60	50	40	35	35	35	23	21	40	46	1 22	50
370	85	75	60	50	40	35	35	35	23	21	40	46	1 22	50
380	88	76	61	51	41	36	36	36	25	23	41	50	1 25	52
390	88	76	61	51	41	36	36	36	25	23	41	50	1 25	52
400	**88**	**76**	**61**	**51**	**41**	**36**	**36**	**36**	**25**	**23**	**41**	**50**	**1 25**	**52**
410	91	77	62	52	42	37	37	37	26	24	42	52	1 28	54
420	91	77	62	52	42	37	37	37	26	24	42	52	1 28	54
430	91	77	62	52	42	37	37	37	26	24	42	52	1 28	54
440	94	78	63	53	43	38	38	38	27	25	43	54	1 31	56
450	**94**	**78**	**63**	**53**	**43**	**38**	**38**	**38**	**27**	**25**	**43**	**54**	**1 31**	**56**
460	94	78	63	53	43	38	38	38	27	25	43	54	1 31	56

☞See page 6 of this Appendix for Explanations.

DISTANCE.	SPECIALS.							
	100 Lbs.		Ton.		Car Load.			100 Lbs.
	Cotton.*	Fertilizers, Rosin, etc.	Coal, Coke, Ice, Marl, etc.	Iron—Pig, Scrap, Railroad, etc	Live Stock, etc.	Fire Brick, Slate, Salt, Cement, Cotton Seed, Jug ware, Oil Cake, Lime, Bark, Melons, etc.	Lumber, Ores, Sand, Clay, Stone, Brick, Bran, Wood etc.	Spirits Turpentine, C. L.—Rags, pressed in bales, C. L.—Barrels, half bbls and kegs, except Ale & Beer bbls., L. C. L., etc.
	J	K	L	M	N	O	P	R
MILES.	Cts.	Cts.	$ Cts.	$ Cts.	$ Cts.	$ Cts.	$ Cts.	Cts.
10	12	5	50	80	10 00	8 00	5 00	5
20	14	6	60	90	12 00	10 00	7 00	6
30	16	7	70	1 00	15 00	11 00	8 00	7
40	18	8	80	1 10	18 00	12 00	9 00	8
50	**20**	**8**	**90**	**1 20**	**20 00**	**13 00**	**10 00**	**9**
60	22	9	95	1 30	22 00	14 00	11 00	10
70	24	9	1 00	1 40	24 00	15 00	11 00	11
80	26	9½	1 10	1 50	26 00	16 00	12 00	12
90	28	9½	1 15	1 60	28 00	17 00	13 00	13
100	**30**	**10**	**1 20**	**1 70**	**30 00**	**17 00**	**14 00**	**14**
110	31	10	1 25	1 80	32 00	18 00	14 00	15
120	32	10½	1 30	1 90	34 00	18 00	15 00	16
130	33	10½	1 35	2 00	36 00	19 00	16 00	17
140	34	11	1 40	2 10	38 00	19 00	16 00	18
150	**35**	**11**	**1 50**	**2 20**	**40 00**	**20 00**	**17 00**	**18**
160	35	12	1 60	2 25	41 00	20 00	17 00	19
170	36	12	1 70	2 30	42 00	21 00	18 00	19
180	36	12	1 80	2 35	43 00	21 00	19 00	20
190	37	13	1 90	2 40	44 00	22 00	19 00	20
200	**37**	**13**	**2 00**	**2 45**	**45 00**	**22 00**	**20 00**	**20**
210	38	13	2 10	2 50	46 00	23 00	20 00	21
220	38	14	2 20	2 55	47 00	23 00	21 00	21
230	39	14	2 30	2 65	48 00	23 00	21 00	21
240	39	14	2 40	2 65	49 00	24 00	22 00	22
250	**40**	**15**	**2 50**	**2 75**	**50 00**	**24 00**	**22 00**	**22**
260	40	15	2 60	2 75	51 00	24 00	22 00	22
270	41	15	2 70	2 85	52 00	25 00	23 00	22
280	41	16	2 80	2 85	53 00	25 00	23 00	23
290	42	16	2 90	2 95	54 00	25 00	24 00	23
300	**42**	**16**	**3 00**	**2 95**	**55 00**	**26 00**	**24 00**	**23**
310	43	17	3 10	3 05	56 00	26 00	24 00	23
320	43	17	3 20	3 05	57 00	26 00	24 00	24
330	44	17	3 30	3 15	58 00	27 00	25 00	24
340	44	17	3 40	3 15	59 00	27 00	25 00	24
350	**45**	**17**	**3 50**	**3 28**	**60 00**	**27 00**	**25 00**	**24**
360	45	17	3 50	3 28	60 00	27 00	25 00	24
370	45	17	3 50	3 28	60 00	27 00	25 00	24
380	47	18	3 60	3 41	63 00	29 00	27 00	26
390	47	18	3 60	3 41	63 00	29 00	27 00	26
400	**47**	**18**	**3 60**	**3 41**	**63 00**	**29 00**	**27 00**	**26**
410	48	19	3 70	3 54	66 00	31 00	29 00	28
420	48	19	3 70	3 54	66 00	31 00	29 00	28
430	48	19	3 70	3 54	66 00	31 00	29 00	28
440	49	20	3 80	3 67	69 00	33 00	31 00	30
450	**49**	**20**	**3 80**	**3 67**	**69 00**	**33 00**	**31 00**	**30**
460	49	20	3 80	3 67	69 00	33 00	31 00	30

*For Standard column of Cotton (Class J), after December 1, 1882, see Circular 31, page 12, Appendix B.

RELATIONS OF THE RAILROADS TO THE STANDARD TARIFFS.

NAME OF ROAD.	PASSENGER Full Rates. Cents, per mile.	FREIGHT RATES—Add the following percentages to Standard Freight Tariffs to ascertain maximum rates. CLASS GOODS. 1, 2, 3, 4 5, 6. A, B, E, G, H.	C D & F	SPECIALS: Cotton. J	Fertilizers in Class K, (except marl, ground limestone, slaked lime in Class L.)	L M N O P. Except Lumber	Lumber.
Alabama Great Southern.	3		The rates on Classes C, D and F are at Commissioners' Standard Freight Tariff on all these railroads.		The maximum rates on Fertilizers on all railroads are 20 per cent greater than Class K, of Commissioner's Standard Tariff.		The rates on lumber on all these roads are 20 per cent. less than Class P, of the Commissioner's Standard Tariff.
Atlanta & West Point R R	3	25				25	
Augusta & Knoxvillle....	4	30		15			
Central R. R. & B'k Co. Upson Co R. R. Div.	3	50		50		50	
Atlanta Division.	3	30		15			
Savannah Division. Southw'n R.R. Div Sav. G & N. A. Div	3	B		15			
Cherokee Railroad.....	3						
Columbus & Rome R. R .	3	100		25		100	
East Tenn., Va & G. R.R. including the East Tenn., Va & Ga. R.R. the Selma, Rome & Dalton, the Cincinnati & Ga., and the Macon & Brunswick R. R....	3			15			
Gainesville, Jefferson & Southern R. R.....	4	30		15			
Georgia Railroad.	3						
Louisville & Wadley R. R.	5	30		15			
Marietta & North Ga. R.R.	3	30		15			
Richm'd & Danville R. R. Atlanta & Charlotte Div	3	10		10		10	
Elberton Air-L. R.R. Hartwell R. R. Lawrenceville R R. Roswell R. R	3						
Georgia Pacific R. R ...	3	30		15			
Northeastern R.R.....	3	10		10		10	
Rome Railroad..... ...	3						
Sandersville and Tennille	5						
Savannah, Fla. & Western includ. Waycross & Fla	3	C		45			
Talbotton Railroad.....	5						
Walton County Railroad.	5						
Western & Atlantic R. R.	3						
Brunswick & Albany R.R.	3	A			A	A	A

A.—The Brunswick and Albany Railroad's 'Standard'' Freight Tariff is 70 miles greater than the Commissioners' Standard; that is, for 10 miles that road can charge the same that the Commissioners' Standard allows for 80 miles, except on cotton, which is same as Commissioners' Standard, and on lumber, for which an agreed rate between the millers and the Brunswick and Albany Railroad, to be found in Circular No. 5.

B.—For distances 0 to 40 miles add 50 per cent. to Commissioners' Standard Tariff; from 40 to 70 miles add 40 per cent.; from 70 to 100 miles add 30 per cent.; over 100 miles add 20 per cent., with privilege of making local rates on each division separately For joint rates between terminal and local stations a separate table is necessary, which will be furnished on application by the Central Railroad Co.

C.—For distances 0 to 60 miles add 60 per cent. to Commissioners' Standard; from 60 to 100 miles add 50 per cent.; from 100 to 150 miles add 40 per cent.; from 150 to 200 miles add 35 per cent.; over 200 miles add 30 per cent.

☞Where no figures are used in the columns, the Commissioners' Standard Tariff applies as a maximum.

CLASSIFICATION.

The Commissioners' original classification, published March 4th, 1880, (with the errata in it, corrected by publication of April 15th, 1880,) to take effect May 1, 1880, is still in force, with the following exceptions:

Lumber, a car-load is 22,500 pounds. L. C. L. is less than car load. C. L. is car load. C. R. is Carrier's Risk. O. R. is Owner's Risk.

Tan Bark, in car loads, Class O, at C. R.

"Ice," "Fresh Fish and Meats on ice or otherwise," L. C. L., 6th Class; C. L., Class L.

Bran and millstuffs, C. L., Class P.

Rosin and Crude turpentine, on all railroads, Class K, of Commissioners' Standard Tariff, without any additional percentages allowed on other articles in Class K.

Spirits of Turpentine, Class R.

Lumber includes Logs, Laths, Shingles and Staves.

Barrels, Half Barrels and Kegs empty, except Ale and Beer, L. C. L., Class R, at C. R. Same C L, [a car to be charged as not less then 10,000 pounds,] C. R., Class K.

Domestics, Denins, sheetings, shirting, ticking and jeans, checks, cotton rope, and thread, manufactured on or near any of the railroads within the jurisdiction of this Commission, 6th Class.

Melons, C. L., Class O.

Field and other peas, any quantity, D.

Marl, ground limestone and slaked lime, in sacks or casks, any quantity, Class L.

Paper stock, in sacks, crates or hogsheads, C. L, 6.

Paper stock, in sacks, crates or hogsheads, L. C. L., 4.

Rags, in sacks, crates, or hogsheads, C. L., 6.

Rags, in sacks, crates or hogsheads, L. C. L., 4.

Paper stock, pressed in bales, C. L, can be charged as 20,000 pounds to a car, Class D.

Paper stock, pressed in bales, L. C. L., 6.

Rags, pressed in bales, C. L., Class R.

Rags, pressed in bales, L. C. L., 6.

Rice, 1½ times, Class C.

Corn in ear, C. L, [car can be charged as 20,000 pounds] at Class D.

EXPLANATION OF COMMISSIONERS' STANDARD FREIGHT TARIFFS.

In the "Commissioners' Standard Freight Tariff," under the Class, opposite to the distance, if it ends in 0, (and if not, then opposite the next greater distance) will be found the rate required. EXAMPLE: To find the freight for 247 miles on a box of clothing weighing 100 pounds: Opposite the word clothing, in the Classification, is seen its Class, (1). In the Freight Tariff, under Class 1, opposite the next greater distance, 250 miles, is seen the rate 75 cents. In the column "Miles," 10 signifies 10 miles or under—20, twenty miles or over 10, and so on.

FRACTIONS.—When the Standard Tariff is raised by a per cent., omit fractions less than ½ cent, and regard ½ cent or more as 1 cent., except in computing cotton rates where a half cent can be used Thus: for 20 per cent. on 17 cents, add 3 cents (not 3.4 cents), and for 20 per cent. on 18 cents add 4 cents (instead of 3.6 cents).

☞ Examine the preceding page to find the relations of the various Railroad Tariffs to the "Standard Freight Tariff."

FREIGHT RULES AND REGULATIONS.

1. All connecting railroads, which are under the management and control, by lease, ownership or otherwise, of one and the same company, shall, for purposes of transportation, in applying this tariff, be considered as constituting but one and the same road, and the rates shall be computed as upon parts of one and the same road unless otherwise specified.

2. DISTANCES.—Since a separate rate cannot be conveniently given for every possible distance—the law authorizes the Commission "to ascertain what shall be the limits of longer and shorter distances"—and 10 miles has accordingly been fixed as the usual limit for a change of freight rates.

3. Stations whose distance does not vary more than 10 miles may be grouped at the same freight rate. In any 10 mile group may be embraced, at the discretion of the railroad, any station not more than two miles beyond the upper limit: Thus, 41½ miles may be put in the group between 30 and 40 miles.

4. The railroads may, however, if they desire, be more exact in the apportionment of rates than the table requires, by giving for intermediate distances, rates also intermediate between those given in the table. Thus: For 95 miles on first class goods the charge may be made between 42 cents, (the rate for 90 miles), and 45 cents, (the rate for 100 miles.) When in computing distances a fraction of a mile occurs, the distance may be counted at the next greater number of miles—as 9¼ for 10 miles.

5. Each railroad company shall make a "Table of Distances" between all its respective stations, by name, which shall be posted conspicuously near the Schedule. The rate (except in cases specified) is the same both ways.

6. REGULATIONS CONCERNING FREIGHT RATES.—The freight rates prescribed by the Commission are maximum rates, which shall not be transcended by the railroads. They may carry, however, at less than the prescribed rates, provided, that if they carry for less for one person, they shall for the like service carry for the same lessened rate for all persons, except as mentioned hereafter; and if they adopt less freight rates from one station, they shall make a reduction of the same per cent. at all stations along the line of road, so as to make no unjust discrimination as against any person or locality.

COMPETING LINES NOT ALL WITHIN THE JURISDICTION OF THE COMMISSION.—When, however, from any point in this State there are competing lines, one or more not subject to the jurisdiction of the Commission, then the line or lines which are so subject, and are working at the lowest rate under the rules, may at such competing point, or other point injuriously affected by such competition, make rates below the Standard Tariff, to meet such competition, without making a corresponding reduction along the line of road.

7. For distances under 20 or over 250 miles, a reduction of rates may be made without making a change at all stations short of 250 miles; provided, however, that when any railroad shall make a reduction of rates for distances over 250 miles, the same shall apply to similar distances on all the roads controlled by the same company, and in no such case shall more be charged for a less than a greater distance.

8. When any reduction of rates is made, immediate notice of the same shall be given to the Railroad Commission; and the reduced rates shall also be posted, conspicuously, near the "Freight Tariff."

NOTE 1.—The rates specified for Ores, Sand, Clay, Rough Stone, Common Brick, Bone, Lumber, Shingles, Laths, Staves, Empty Barrels, Wood, Straw, Shucks, Hay, Fodder, Corn in ear, Tan bark, Turpentine, Rosin, Tar, Household goods, and for articles manufactured on or near the line of road, and for materials used in such manufacture, are maximum rates, but the roads are left free to reduce them at discretion, and all such rates are exempted from the operation of Rule 6. Any complaints as to such rates will, on presentation, be duly considered. Shippers of car loads in Classes L, M, N, O and P may be required to pay the cost of loading and unloading.

9. There shall be no secret reduction of rates; nor shall any bonus be given or any rebate paid to any person, but the rates shall be uniform to all, and public.

10. The rates charged or freight service by regular passenger trains may be one and a half times that for first-class freight by ordinary freight trains.

11. No railroad company shall, by reason of any contract with any Express, or other company, decline or refuse to act as common carrier, to transport any article proper for transportation by the train for which it is offered.

SHIPMENNT AND DELIVERY.

12. DUPLICATE RECEIPTS.—The Act of 1879, Section 13, provides, "That all railroad companies in this State shall, on demand, issue duplicate freight receipts to shippers, in which shall be stated the classes or class of freight shipped, the freight charges of the road giving the receipt, and so far as practicable, shall state the freight charges over other roads that carry such freight. When the consignee presents the railroad receipt to the Agent of the railroad that delivers such freight, such Agent shall deliver the article shipped on payment of the rate charged for the class of freights mentioned in the receipt." * * *

13. ITEMIZED RECEIPTS.—The railroads delivering freight shall, on demand, furnish the consignee an itemized statement, showing charges on other roads separate from its own, and any charges of its own aside from the rate in the "Tariff;" and this statement for each class, if required.

NOTE 2.—EXTRA HANDLING.—The charges for handling extra heavy single articles may be as follows, viz: For any article weighing 2,000 pounds or less, no extra charge; from 2,000 to 3,000, $3; 3,000 to 4,000, $5; 4,000 to 5,000, $7; 5,000 to 6,000, $8; 6,000 to 7,000, $10; over 7,000, rate by special contract.

NOTE 3.—FERTILIZERS.—This term embraces the following and like articles when intended to be used as Fertilizers: Ammonia Sulphate, Bone Black, Bones ground or dissolved, Castor Pomace, Fish Scrap—Guanos, Alto Vella, Fish, Navarro, Navarro Lump, Peruvian, Soluble Pacific—Nitre Cake—Plaster of Paris—Potash, German Salts of, Muriate of, Sulphate of—Salt Cake—South Carolina lump and ground Phosphate—Soda, Nitrate of, and Sulphate of—Tank Stuff, etc.

14. LOSS.—When an article entered upon a Bill of Lading or Railroad Receipt is missing, the delivering Agent shall use diligence to find it, and after a reasonable time for search, upon non-delivery, shall pay for the same.

15. DAMAGE.—In case of damage, open or concealed, (and claims for leakage or wastage more than ordinary) if the Agent of the delivering railroad and the consignee cannot agree as to terms of settlement, either party may demand an immediate arbitration, and the award shall be paid by the delivering agent without delay.

16. OVERCHARGES.—Any consignee, on payment of proper charges, is entitled to immediate delivery of freight by delivering Agent, and if he has paid an overcharge, is entitled to be immediately repaid by same Agent, upon demand.

17. WEIGHTS.—A ton is 2,000 pounds. A car load is 20,000 pounds, unless otherwise specified. For loads between 20,000 and 24,000 pounds, pro rate at car load rates. A car load of lumber is 22,500 pounds. Loads exceeding 24,000 pounds may be refused, or the excess charged at L. C. L. rates.

18. The regulations of the railroads as to demurrage or detention of cars are matters of police, with which the Commission will only interfere upon complaint of abuse.

19. By the act of February 28, 1874, any railroad may switch off and deliver to any connecting railroad all cars consigned to points on or beyond such connecting road.

20. BLOCKADE—COPY OF ORDER—Atlanta, October 29th, 1880.—In consequence of the accumulation of cotton at this point and elsewhere in this State, and an injurious BLOCKADE of freights anticipated and now partially existing, the railroad companies in this State are hereby notified that no avoidable blockade of freights will be permitted; and that when such avoidable blockade occurs, because of any arrangement existing between railroad companies for distributing amongst themselves for transportation, according to percentages, the cotton or other freight offered for shipment, such companies will be held accountable for damages arising from such detention. And the railroad companies are requested and directed to remove cotton and other freights when delivered for shipment, to the extent of their facilities, without unnecessary delay, and without regard to any contract, express or implied, that may exist amongst themselves in reference to the division and distribution of freights between the respective companies.

NOTE 4.—JOINT RATES.—No special or general rule has been given for rates between stations on different railroads not controlled by the same carrier, but applications for such will be duly considered when applied for under the rules of "Proceedings before the Commission."

JAMES M. SMITH, Chairman.
CAMPBELL WALLACE,
L. N. TRAMMELL,
Railroad Commissioners.

R. A. BACON, Secretary.
Atlanta, Ga., October 15, 1882.

RAILROAD DISTANCES IN GEORGIA.

Stations out of the State are Printed in Italics.

Alabama Great Southern.

Chattanooga, Tenn.	0	295
Morganville	12	283
Trenton	18	277
Rising Fawn	26	269
Dade Sul. Springs	31	255
Alabama Line	32	254
Atalla	87	208
Birmingham	143	152
Selma Junction		
York, Ala	268	27
Meridian, Miss	295	0
Jackson, Miss	392	...
Vicksburg, Miss	435	...

Atlanta and West Point.

Atlanta	0	87
East Point	6	81
Fairburn	18	69
Palmetto	25	62
Powell's	33	54
Newnan	39	48
Grantville	51	36
Hogansville	58	29
Whitfield	61	26
LaGrange	71	16
Long Cane	80	7
West Point	87	0

Augusta and Knoxville R.R.

Augusta	67	0
Maysville	11	56
Woodlawn	17	50
Greenwood, S. C.	67	0

Brunswick and Albany.

Brunswick	0	171
Jamaica	16	155
Waynesville	24	147
Lulaton	32	139
Schlatterville	50	121
Waycross	61	111
Waresboro	67	104
Millwood	78	93
Pearson	90	81
Willicoochee	101	70
Allapaha	112	59
Brookfield	122	49
Riverside	133	38
Alford	145	26
Isabella	151	20
Davis	161	10
Albany	171	0

Central R R & B Co.

(Savannah and Atlanta.)

Savannah	0	295
Pooler	9	286
Eden	20	275
Guyton	30	265
Egypt	40	255
Halcyondale	50	245
Ogeechee	62	233
Scarborough	71	224
Millen	79	216
Cushingville	83	212
Herndon	90	205
Midville	96	199
Sebastopol	100	195
Wadley	107	188
Bartow	111	184
Davisboro	122	173
Sun Hill	129	166
Tennile	135	160
Oconee	146	149
Toomsboro	155	140
McIntyre	162	133
Gordon	170	125
Griswold	181	114
Macon	192	103
Summerfield	200	95
Bolinbroke	207	88
Smarr's	214	81
Forsyth	219	76
Collier's	224	71
Goggin's	230	65
Barnesville	235	60
Milner	241	54
Orchard Hill	246	49
Griffin	252	43
Sunnyside	259	3
Hampton	263	32
Lovejoy's	268	27
Jonesboro	274	21
Morrow's	279	16
Forest	282	13
East Point	289	6
Atlanta	295	0

Augusta & Savannah.

Millen	79	53
Lawton	84	48
Perkin's Junction	86	46
Munnerlyn	90	42
Waynesboro	100	32
Green's Cut	106	26
McBean	112	20
Hollywood	120	12
Augusta	132	0

Gordon and Eatonton.

Gordon	170	38
Whiting	179	29
Milledgeville	187	21
Meriwether	195	13
Dennis	200	8
Eatonton	208	0

Upson County Branch.

Barnesville	235	16
The Rock		....
Thomaston	251	0

Sav , Griffin & N. Ala

Griffin	252	60
Vaughn's	260	52
Dunn's	262	50
Brooks	264	48
Senoia	271	41
Turin	276	36
Sharpsburg	277	35
Newnan	287	25
Sargents	293	19
Whitesburg	298	14
Carrollton	312	0

Southwestern R.R. Div.

Macon	192	0
Seago	200	8
Echeconnee	204	12
Byron	209	17
Powersville	213	21
Fort Valley	221	29
Marshallville	228	36
Winchester	231	39
Barron's Lane	236	44
Montezuma	241	49
Oglethorpe	243	51
Anderson	252	60
Americus	263	71
Smithville	275	83
Brown's	283	91
Dawson	290	98
Ward's	300	108
Cuthbert	310	118
Morris	321	129
Hatcher	325	133
Georgetown	333	141
Eufaula	335	143

Fort Gaines Branch.

Cuthbert Junction	310	22
Coleman	320	12
Fort Gaines	332	0

Albany Branch.

Smithville	275	59
Adams	281	53
Leesburg	288	46
Albany	299	35

Blakely Branch.

Walker	310	24
Ducker	312	22
Holt's	317	17
Leary	321	13
Williamsburg	327	7
Arlington	334	0
Blakely		

Columbus Branch.

Fort Valley	221	71
Everetts	328	64
Reynolds	234	58
Butler	242	50
Howard's	252	40
Bostick	257	35
Geneva	262	30
Juniper	266	26
Box Springs	269	23
Jones' Cross'g	275	17
Wimberly	278	14
Schatulga	283	9
Columbus	292	0

Perry Branch.

Fort Valley	221	12
Perry	233	0

Cherokee Railroad.

Cartersville	0	37
Ladds	4	33
Stilesboro	10	27
Taylorsville	14	23
Deatons	17	20
Brooks	20	17
Rockmart	23	14
Pineville	35	12
Goddards	27	10
Fish Creek	29	6
Cedartown	37	0

Columbus and Rome.

Columbus	0	33
Vances	7	26
Fortsons	10	23
Hines	12	21
Kimbrogh	15	18
Cataula	16	17
Kingsboro	20	13
Hamilton	25	8
Hood	32	1
Chipley	33	0

E Tenn Va & Ga R R.

Atlanta, Chattanooga & Bristol.

Bristol, Tenn	353	633
Johnson's	328	608
Rogersville Jun	277	557
Wolf Creek	317	597
Morristown	264	544
Careysville	260	540
Knoxville	222	502
Cleveland	140	420
State Line	128	408
Chattanooga	152	432
Tyners	142	422
Ooltewah	136	416
O'Brien	131	411
Cohutta	126	406
Varnell's	121	401
Dalton	112	392
Starkville	106	386
Carbondale	102	382
Miller's	99	379
Sugar Valley	96	376
Skelley's	91	371
Reeve's	89	369
Plainville	85	365
Pinson's	82	362
Hermitage	80	360
Harper's	76	356
Rome	72	352
Rome Junction	70	350
Silver Creek	67	347
Brice	60	349
Seney	58	338
Garfield	56	336
Rockmart	51	331
Braswell	45	325
MacPherson	38	318
Dallas	34	314
Hiram	28	308
Powder Springs	23	303
Austell	18	298
Mableton	14	290
Chattahoochee	8	287
Six Mile Siding	7	285
ATLANTA	0	280
Macon		190
Cochran		151
Jesup		43
BRUNSWICK		0

Macon and Atlanta.

Bristol, Tenn	353	433
Chattanooga	152	442
Dalton	112	202
Rome	72	162
Rockmart	141	180
ATLANTA	0	90
Constitution	6	84
Moore's Mill	10	80
Ellenwood	13	77
Stock Bridge	19	71
McDonough	29	61
Locust Grove	36	54
Jackson	46	44
Indian Springs	51	39
Frankville	60	30
Dame's Ferry	73	17
Holton	80	10
MACON	90	0
Cochran		39
Jesup		147
Brunswick		190

E. Tenn., Va. & Ga. R. R

Macon and Brunswick.

Bristol, Tenn	443	633
Chattanooga	242	432
Dalton	202	392
Rome	162	352
Rockmart	141	331
Atlanta	90	280
MACON	0	190
Reid's	9	181
Denson's	11	179
Bullard's	16	174
Adam's Park	20	170
Buzzard Roost	26	154
Magnolia	31	159
Coleys	35	155
Cochran	39	151
Hawkinsville	49	161
Dubois	48	142
Dempsey	52	138
Eastman	57	133
Godwinsville	62	128
Chauncey	67	123
Longview	73	117
McRae	78	112
McVille	83	107
Towns	88	102
Lumber City	95	95
Hazlehurst	102	88
Graham	108	82
Pine Grove	111	79
Prentiss	114	76
Baxley	117	73
Wheaton	121	69
Surrency	127	63
Brentwood	132	58
Satilla	137	53
Jesup	147	43
Gardi	154	36
Pendarvis	157	33
Sand Hill	164	26
Sterling	178	12
BRUNSWICK	190	0

Atlanta, Rome and Meridian.

Brunswick	280	352
Jesup	237	309
Cochran	129	301
Macon	90	162
ATLANTA	0	72
Rockmart	51	21
Bristol, Tenn	353	281
Chattanooga	152	50
Dalton	112	40
ROME	72	0
Cave Spring	88	16
Priors	95	23
Etna Furnace	97	25
Tecumseh	98	26
Anniston	135	63
Calera	206	134
Selma	268	196
Marion Junction	282	210
York	349	277
Lauderdale, Miss.	363	291
Meridian	381	309

Atlanta, Rome and Memphis.

Brunswick	280	352
Jesup	237	309
Cochran	129	301
Macon	90	162
ATLANTA	0	72
Rockmart	51	21
ROME	72	0
Dalton	112	40
Cohutta	126	54
Chattanooga, Tenn.	152	80
Stevenson, Ala	190	118
Boyd's Switch	215	145
Decatur Junction	272	200
Decatur	274	202
Tuscumbia	317	245
Corinth, Miss.	369	297
Middleton, Tenn	393	321
Grand Junction	408	336
Moscow	423	351
Memphis	462	390

Gainesville & Dahlonega.

Gainesville		
Chattah'chee B'dg		

Gainesville, Jefferson and So.

Gainesville		
Hoschton		
Virgil		
Jug Tavern		

Georgia R R & B Co.

Augusta and Atlanta

Atlanta	0	171
Decatur	6	165
Clarkston	11	160
Stone Mountain	16	155
Lithonia	25	146
Conyers	31	140
Covington	41	130
Alcovy	46	125
Social Circle	52	119
Rutledge	60	111
Madison	68	103
Buckhead	75	96
Oconee	81	90
Greensboro	88	83
Union Point	95	76
Crawfordville	107	64
Barnett	113	58
Norwood	121	50
Camak	124	47
Mesena	128	43
Thomson	134	37
Dearing	142	29
Saw Dust	145	26
Harlem	146	25
Berzelia	150	21
Forest	155	16
Grovetown	156	—
Belair	161	10
Augusta	171	0

Macon Branch.

Camak	0	78
Warrenton	4	74
Mayfield	13	65
Culverton	20	58
Sparta	24	54
Devereux	32	46
Carrs	36	42
Milledgeville	48	32
Browns	54	24
Haddock	59	19
Roberts	69	9
Macon	78	0

Washington Branch.

Barnett	0	18
Raytown	4	14
Ficklin	10	8
Washington	18	0

Athens Branch.

Union Point	0	39
Woodville	5	35
Fairdstown	7	33
Maxeys	13	27
Antioch	16	24
Lexington	22	18
Winterville	32	8
Athens	40	0

Louisville and Wadley.

Wadley	0	10
Louisville	10	0

Marietta & N. Georgia.

Marietta	0
Walkers	7
Woodstock	12
Lebanon	15
Holly Springs	20
Canton	24
Ball Ground	
Jasper	

Richmond & Danville R R & Ex Cos & W Pt Terminal Co.

Atlanta and Richmond.

Atlanta	0	267
Goodwin's	11	256
Roswell Junction	13	254
Doraville	15	252
Norcross	19	248
Duluth	25	242
Suwanee	31	236
Buford	38	229
Flowery Branch	44	223
Odell's	47	220
Gainesville	53	214
New Holland	55	212
White Sul Springs	60	207
Lula	65	202
Bellton	66	201
Longview	74	191
Rabun Gap Junc	76	189
Mount Airy	80	187
Ayersville	86	181
Toccoa	93	174
Tugalo	98	169
Ft Madison, S. C.	102	165
Seneca	121	146
Greenville	160	107
Spartanburg	192	75
Gastonia, N.	246	21
Charlotte	267	0
Air-Line Junc	269	
Salisberry	311	
Greensboro	360	
Danville, Va	408	
North Danville	409	
Sutherlin	419	
Burkeville	496	
Belle Isle	547	
Richmond	549	
Franklin Junction	436	
Lynchburg	475	
Charlottesville	534	
Orange C H	562	
Warrenton Junc	600	
Manassas Junc	614	
Alexandria	641	
Strasburg	677	
Warrenton	609	
Walhalla, S. C.	121	
Anderson	144	
Belton	154	
Hodges	209	
Abbeville	221	
Greenwood	219	
Newberry	256	
Laurens	287	
Columbia	303	
Alston	261	
Hendersonville, N C.		
Henderson	275	
Oxford	288	
Statesville	313	
Chester, S C	311	
Cheraw		
Carey, N. C	433	
Raleigh	441	
Goldsboro	490	
Salem	388	
Asheville Junction	454	
Asheville	456	
Warm Springs	492	
Paint Rock	499	

N. E. R. R., Athens Br.

Atlanta	0	104
Lula	65	39
Gillsville	72	32
Maysville	78	26
Harmony Grove	86	18
Nicholson	92	12
Center	98	6
Athens	104	0

N. E. R. R., Clarksville Branch.

Atlanta	0	
Athens		
Lula	65	39
Rabun Gad Junc	76	40
Clarksville	84	48
Turnersville		
Tallulah		

Elberton Air-Line R.R. Branch.

Toccoa	0	51
Martin's	12	39
Lavonia	18	33
Bowersville	24	27
W. Bowersville	26	25
Royston's	31	20
Bowman	39	12
Elberton	51	0

Hartwell R. R Branch.

Bowersville	0	10
Hartwell	10	0

Lawrenceville Branch.

Suwannee	0	10
Lawrenceville	10	0

Roswell R. R. Branch.

Roswell Junction	0	10
Roswell	10	0

Georgia Pacific R'y.

Atlanta	0
Six Mile Siding	7
Chattahooehee	8
Mableton	15
Austell	18
Salt Springs	21
Douglasville	27
Winn's	32
Villa Rica	38
Temple	45
Bremen	54
Tallapoosa	64
Ga. & Ala. Line	68
Anniston, Ala	104

Rome Railroad.

Rome	0	20
Freemans	5	15
Dykes Creek	7	13
Bass Ferry	9	11
Eves	12	8
Taylors Ferry	15	5
Woolleys	18	2
Kingston	20	0

Sandersville & Tennille.

Tennille	135	4
Sandersville	139	0

Savannah & Charleston.

Savannah	0	115
Savannah Junction	2	113
Montieth	14	101
Charleston, S. C.	115	0

Sav Fla & W R'y.

Sav. & Thomasville.

Savannah	0	258
Miller's	10	248
Ways	16	242
Fleming	24	234
McIntosh	31	227
Walthourville	39	219
Johnston's	46	216
Doctortown	53	205
Jesup	57	201
Scriven	68	190
Patterson	78	180
Blackshear	87	171
Waycross	98	160
Tebeauville	97	161
Glenmore	108	150
Argyle	116	142
Homerville	122	136
Dupont	130	128
Stockton	139	119
Naylor	144	114
Valdosta	157	101
Ousley's	166	92
Quitman	174	84
Dixie	181	77
Boston	188	70
Thomasville	200	58

Albany Branch.

Savannah	0	258
Thomasville	200	58
Ocklocknee	211	47
Pelham	224	34
Camilla	232	26
Baconton	242	16
Hardaway	250	8
Albany	258	0

Bainbridge & Thomasville.

Savannah	0	236
Thomasville	200	36
Cairo	214	22
Whigham	221	15
Climax	227	9
Bainbridge	236	0
Chattahoochee		

South Florida Div'n.

Savannah	0	
Albany		6
Dupont	130	128
Forrest	143	141
Statenville	151	149
Jasper	163	161
Marion	168	176
Live Oak	179	177
Padlock	184	182
McAlpin	190	188
O'Brien	197	195
New Branford	203	201

Jacksonville Division, or Waycross & Fla. R.R.

Savannah	0	172
Albany	0	218
Waycross	96	76
Tebeauville	97	75
Braganza	104	68
Fort Mudge	111	61
Race Pond	118	54
Spanish Creek	125	47
Folkston	131	41
Callahan	152	20
Jacksonville	172	0

Talbotton Railroad.

Bostick	0	7
Talbotton	7	0

Walton County R. R.

Social Circle	0	10
Monroe	10	0

Western and Atlantic.

Atlanta	0	138
Bolton	7	131
Gilmore	10	128
Vinings	11	127
Smyrna	15	123
Ruffs		
Marietta	21	117
Big Shanty	29	109
Acworth	35	103
Allatoona	40	98
Bartow	43	95
Stegalls		46
Etowah	46	92
Cartersville	48	91
Rogers	51	87
Cass	52	86
Bests	56	82
Kingston	59	80
Halls	64	75
Adairsville	69	70
McDaniels	75	63
Calhoun	79	59
Resaca	84	54
Tilton	90	48
Dalton	100	38
Tunnel Hill	107	31
Ringgold	115	23
Graysville	120	18
Chickamauga	127	12
Boyce	131	7
Cin. So. Junc	133	5
Chattanooga	138	0

CIRCULARS OF THE COMMISSION.

For Circulars No. 1, March 4th, 1880, to No. 22, May 10th, 1882, inclusive, see pages 2 to 9, of Appendix A, of this report.

The following Circulars, from No. 23 to 31, inclusive, comprise the Circulars issued between May 10th, 1882, and October 31st, 1882:

CIRCULAR No. 23.

OFFICE OF THE RAILROAD COMMISSION,

ATLANTA, GA., August 4th, 1882.

JAMES M. SMITH,
CAMPBELL WALLACE,
L. N. TRAMMELL, } Commissioners.

On and after September 1st. 1882, the maximum rates allowed on rice, in any quantity for any distances will be those of Class C with fifty (50) per cent. added thereto, and subject to rules in 3d paragraph of Circular 20, dated February 10th, 1882.

By order of the Board.

JAMES M. SMITH, Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 24

OFFICE OF THE RAILROAD COMMISSION,

ATLANTA, GA., August 9, 1882

1. The Gainesville, Jefferson and Southern Railroad, and the Marietta and North Georgia Railroad, are permitted to add the percentages mentioned below to the Commissioners' "Standard Freight Tariff," and charge such totals as maximum freight rates.

2. Add thirty (30) per cent. to classes 1, 2, 3, 4, 5, 6, A, B, E, G and H.

3. Add fifteen (15) per cent. to "cotton" rates.

4. Add twenty (20) per cent. to fertilizers in Class K.

5. Classes C, D and F remain at "Standard Tariff" allowed by Circular 20.

6. The Gainesville, Jefferson and Southern Railroad is placed in Passenger Class B, and is permitted to charge four (4) cents per mile passenger fare.

This circular to take effect September 15th, 1882.

By order of the Board.

JAMES M. SMITH, Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 25.

OFFICE OF THE RAILROAD COMMISSION,

ATLANTA, GA., September 21st, 1882.

1. On and after November 1st, 1882, in addition to the roads named in preceding Circulars, all portions of the following railroads branches or leased lines situated in Georgia, are placed in Passenger Class A, (Ticket rate three (3) cents per mile):

The Alabama Great Southern R. R

The Central R. R. lines between Gordon and Eatonton; Fort Valley and Perry; Albany and Blakely; Cuthbert and Fort Gaines; the Savannah, Griffin and North Alabama R. R.; the Upson County R. R.

The Cherokee R. R.

The Columbus and Rome R. R.

The East Tennessee, Va. and Ga. R R. between Cochran and Hawkinsville.

The Georgia R. R. between Barnett and Washington.

The Marietta and North Georgia R. R.

The Richmond and Danville R. R.; the Northeastern R. R.; the Georgia Pacific R R; the Elberton Air-Line; the Hartwell R. R.; the Lawrenceville R. R.; the Roswell R. R.

The Rome Railroad.

The Savannah, Florida and Western R. R; the Waycross and Florida R. R.

2. Railroads are restricted to the above as maximum rates only, and have full liberty to reduce these rates on all and every character of passenger service at their own option.

3. A railroad may charge 25 cents as a minimum full rate and 15 cents as a half rate, where the fare would be less than these amounts.

JAMES M SMITH, Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 26.

OFFICE OF THE RAILROAD COMMISSION,

ATLANTA, GA., September 29, 1882.

The maximum rates on lumber, allowable on the Savannah, Florida and Western R. R., on and after No-

vember 1, 1882, will not, for any distances, be greater than the rates for Class P, of the Commissioners' "Standard Rates," less 20 per cent. deduction from the "Standard Rates."

By order of the Board.

JAMES M. SMITH, Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 27.

OFFICE OF THE RAILROAD COMMISSION,

ATLANTA, GA., October 2, 1882.

1. All connecting railroads which are under the management or control by lease, ownership, operation or otherwise, of one and the same railroad company, shall in applying the Commissioners' tariffs, for all purposes of transportation, within the limits of this State, be considered as constituting but one and the same railroad; and the rates shall be computed as upon parts of one and the same railroad; and all exceptions to this rule heretofore made by this Commission are hereby repealed.

2. Under the preceding paragraph, the following railroads will, for all purposes of transportation, be considered as forming different "railroad systems;" and each "system" will be considered as one continuous railroad, in computing rates between stations on the different roads, branches, operated or leased lines composing that particular "system."

3. The "Central R. R. system" will consist of the Central R. R., the Southwestern R R., the Savannah, Griffin and North Alabama R. R., the Upson County R. R., and all the branches or railroad lines owned, leased or operated by either of these railroads.

4. The "East Tennessee, Virginia and Georgia system" will consist of the East Tennessee, Virginia and Georgia R. R. in Georgia, the Cincinnati and Georgia R. R., the Macon and Brunswick R. R., and all the branches or railroad lines owned, leased or operated by them.

5. The "Richmond and Danville system" will consist of the Richmond and Danville R R., (or Atlanta & Charlotte Air-Line) in Georgia, the Northeastern R.R., the Elberton Air-Line R. R., the Hartwell R R., the Lawrenceville R R., the Roswell R. R., the Georgia Pacific R. R.

6. The "Savannah, Florida and Western system" will consist of the Savannah, Florida and Western R.R. and its branches and leased or operated lines in Georgia, and the Waycross and Florida R. R.

7. The maximum rates on lumber for any distance, on all railroads, within this State, will be twenty (20) per cent. less than the rates on Class P, of the Commissioners' "Standard Tariff" for the same distance.

8. This circular goes into effect November 1, 1882.

JAMES M. SMITH, Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 28.

OFFICE OF THE RAILROAD COMMISSION,

ATLANTA, GA., October 2, 1882.

1. The maximum rates of freight heretofore allowed the Richmond and Danville (or Atlanta and Charlotte Air-Line) Railroad, the Northeastern Railroad, the Georgia Pacific Railroad, the Elberton Air-Line, the Hartwell Railroad, the Lawrenceville Railroad, and the Roswell Railroad are hereby repealed, and in place thereof, those railroads are permitted to add the following percentages to the Commissioners' "Standard Freight Tariff," and charge such totals as maximum freight rates, viz: add ten (10) per cent. to Classes 1, 2, 3, 4, 5, 6, A, B, E, G, H and J; add twenty (20) per cent for fertilizers in Class K. Classes C, D and F remain at "Standard Tariff," as allowed in Circular 20. All other classes remain at Commissioners' "Standard Tariff," except lumber, which is twenty (20) per cent. below Class P of Standard Tariff. The computation of freight rates between stations on any and all of the above railroads will be made strictly in accordance with rules of Circular (27) twenty-seven.

2. Paragraph 1, 3 and 5 of Circular ten (10) are hereby repealed. The Atlanta Division of the Central Railroad is placed under the rules of paragraph two (2) of Circular ten (10) All joint rates issued by the Central Railroad under paragraph five (5) of Circular ten (10) are hereby withdrawn. The computation of freight rates between stations on the Central Railroad, the Southwestern Railroad, the Savannah, Griffin and North Alabama Railroad, the Upson County Railroad, and any of the leased lines or branches of these railroads will be made strictly in accordance with rules of Circular twenty-seven (27).

3. The Louisville and Wadley Railroad is permitted to add to the Commissioners' "Standard Freight Tariff" the following percentages, and to charge such totals as maximum freight rates, viz.: add thirty (30) per cent. to Classes 1, 2, 3, 4, 5, 6, A. B, E, G and H; add fifteen (15) per cent. to cotton rates; add twenty (20) per cent. to fertilizers in Class K. Classes C, D and F remain at Standard Rates allowed in Circular twenty (20).

4. This circular goes into effect November 1, 1882.

JAMES M. SMITH, Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 29.

OFFICE OF THE RAILROAD COMMISSION,

ATLANTA, GA., October 9th, 1882.

JAMES M. SMITH,
CAMPBELL WALLACE,
L. N. TRAMMELL,
} Commissioners.

1st. To meet the extensions of railroads within the State, the following additions are made to the "Standard Freight Tariff:"

SPECIALS.

CLASS GOODS.

Distances	Per 100 pounds. 1st	2d	3d	4th	5th	6th	A	B	C	D	E	Per bbl. F	G	Per 100 lbs. H	Per 100 lbs. J	K	Per ton. L	M
	cts	cts	cts	cts	cts	cts	cts	cts	cts	cts	cts	cts	$ cts	cts	cts	cts	$ cts	$ cts
360	85	75	60	50	40	35	35	35	23	21	40	46	1 22	50	45	17	3 50	3 28
370	85	75	60	50	40	35	35	35	23	21	40	46	1 22	50	45	17	3 50	3 28
380	88	76	61	51	41	36	36	36	25	23	41	50	1 25	52	47	18	3 60	3 41
390	88	76	61	51	41	36	36	36	25	23	41	50	1 25	52	47	18	3 60	3 41
400	88	76	61	51	41	36	36	36	25	23	41	50	1 25	52	47	18	3 60	3 41
410	91	77	62	52	42	37	37	37	26	24	42	52	1 28	54	48	19	3 70	3 54
420	91	77	62	52	42	37	37	37	26	24	42	52	1 28	54	48	19	3 70	3 54
430	91	77	62	52	42	37	37	37	26	24	42	52	1 28	54	48	19	3 70	3 54
440	94	78	63	53	43	38	38	38	27	25	43	54	1 31	56	49	20	3 80	3 67
450	94	78	63	53	43	38	38	38	27	25	43	54	1 31	56	49	20	3 80	3 67
460	94	78	63	53	43	38	38	38	27	25	43	54	1 31	56	49	20	3 80	3 67

Distances	Per car load. N	O	P	Per 100 lbs. R
	$ cts	$ cts	$ cts	cts
360	60 00	27 00	25 00	24
370	60 00	27 00	25 00	24
380	63 00	29 00	27 00	26
390	63 00	29 00	27 00	26
400	63 00	29 00	27 00	26
410	66 00	31 00	29 00	28
420	66 00	31 00	29 00	28
430	66 00	31 00	29 00	28
440	69 00	33 00	31 00	30
450	69 00	35 00	31 00	30
460	69 00	33 00	31 00	30

2. The class "M" column of the "standard freight tariff," between 200 and 350 miles inclusive, is changed to read as follows:

Miles.	Dollars per ton	Miles.	Dollars per ton.	Miles.	Dollars per ton.
200	$2 45	260	$2 75	320	$3 05
210	2 50	270	2 85	330	3 15
220	2 55	280	2 85	340	3 15
230	2 65	290	2 95	350	3 28
240	2 65	300	2 95		
250	2 75	310	3 05		

By order of the board.

JAMES M. SMITH, Chairman.

R. A. BACON, Secretary.

CIRCULAR No. 30.

OFFICE OF THE RAILROAD COMMISSION,

ATLANTA, GA., October 27, 1882.

The enforcement of all of Circular No. 27, except paragraph (7) seven, and all of Circular No. 28, except paragraph (3) three, is hereby postponed until January 1, 1883.

CAMPBELL WALLACE
Chairman *pro tem.*

R. A. BACON,
Secretary.

CIRCULAR No. 31.

OFFICE OF THE RAILROAD COMMISSION,

ATLANTA, GA., October 27, 1882.

1. Column J, (*Cotton*) of the Commissioners' Standard Freight Tariff, now in use, viz:

Distances—10	20	30	40	50	60	70	80	90	100	110	120	130
J.—Cents—12	14	16	18	20	22	24	26	28	30	31	32	33

Distances—140	150	160	170	180	190	200	210	220	230	240	
J.—Cents— 34	35	35	36	36	37	37	38	38	39	39	

Distances—250	260	270	280	290	300	310	320	330	340	350	
J.—Cents— 40	40	41	41	42	42	43	43	44	44	45	

Distances—360	370	380	390	400	410	420	430	440	450	460	
J.—Cents— 45	45	47	47	47	48	48	48	49	49	49	

is hereby repealed.

2. The following is adopted as the column for Class J, (*Cotton*) in the Commissioners Standard Freight Tariff:

Distances—10	20	30	40	50	60	70	80	90	100	110	120	130
J.—Cents—10	13	15	17	19	21	22	23	24	25	26	27	28

Distances— 140	150	160	170	180	190	200	2 0	220	230	240	
J.—Cents— 29	30	31	32	33	34	35	36	37	38	39	

Distances—250	260	270	280	290	300	310	320	330	340	350	
J.—Cents— 40	41	42	43	44	45	46	47	48	49	50	

Distances—360	370	380	390	400	410	420	430	440	450	460	
J.—Cents— 51	52	53	54	55	56	57	58	59	59	60	

3. The percentages now allowed certain railroads on cotton are continued in force, and are applicable to the Standard column J, as adopted by this circular. In estimating cotton rates, where additional percentages are allowed, in cases where fractions of cents occur the nearest half cent may be used.

CAMPBELL WALLACE,
Chairman *pro tem.*

R. A. BACON,
Secretary.

RAILROAD LEGISLATION IN GEORGIA.

In the pamphlets of the several sessions of the General Assembly, Railroad Laws, along with all other laws, will of course be found; an easier method, however, may be indicated.

The older digests were before the days of railroads. The later contain much of the railroad legislation, to-wit: Prince's and Cobb's Digests, the Code, and Harris' Supplement. A new Code will probably be issued durthe present year.

Prince's Digest contain in full, between pages 300 and 381, under the head of Internal Transportation, all the Railroad Charters passed to December 30, 1836—prior to the session of 1867; including the earlier charters and amendments of the Central Railroad, the Georgia, the Monroe and other roads.

References to all the resolutions of the General Assembly to the same date are to be found on page 381.

In these private acts occasional new features are incorporated—and these sometimes run in shoals—the charters of each session containing the same new provisions—say of individual liability, banking privileges, taxation, exemptions, conditions of increase of capital stock, etc.

Cobb's Digest brings the Private Legislation up to the 23d of February, 1850, (containing references to all acts prior to the session of December, 1851; see pages 423 to 426), with the full text of all the laws concerning the Western and Atlantic Railroad (pages 401 to 419)

The General Laws, also, prior to the session of 1851, are given in full. Pages 395 to 400. On page 419 are references to the resolutions of the General Assembly; and on page 420 the action of the State of Tennessee in regard to the Western and Atlantic Railroad.

For legislation subsequent to Cobb's Digest, beginning with the session of 1851, consult the pamphlet laws and the Code, under the heads, Internal Transportation, Railroads, Corporations and Taxation.

We preface the railroad legislation with two notable incidents in the early history of Georgia:

1. The invention of a steam engine, and a patent for the same. See No. 402 (Watkins' Digest, p. 382), Feb. 1,1788: An act to secure to Isaac Briggs and William Longstreet, for the term of fourteen years, the sale and exclusive privilege of using a newly constructed steam engine invented by them. This was intended for use on one of nature's water ways—the Savannah river; railroads being as yet unknown.

2. The first steamship which ever crossed the Atlantic, the Savannah, was a Georgia enterprise. The impossibility of this had been demonstrated; but the scientific impossibility became a practical reality. As in other cases, "it cannot be" was confuted by "it is."

SUMMARY VIEW OF RAILROAD LEGISLATION IN ORDER OF TIME.

Act 1837—(See Code 4437-8)—Intruding on railroad, obstructing railroad, etc.

1838—Railroad crossings. (See Code 706, 713.)

1839—Pam. 191—Right of way. (See Code 3022-3-4, 3032.)

1840—Pam. 151—Stock killed. (Code 3042.)

1845—Road exemptions. (Code 638.)

1847—Pam. 250—Passengers or stock. (Code 3042.) Baggage checks. (Code 2072.)

1850—Pam. 337—Stock killed; 338, Sunday freight; 338, slaves need permits. (See Code 816.)

Several of the foregoing acts are given in full in Cobb's Digest.

1851-2 (January 20, 1852)—Pam. 107-8—Through rates, by consent, authorized and publication of same; p. 283, Road Duty. (See Code 636); Tax (Code 816.)

1852 (January 22)—Pam. 1851-2, p. 108-9—Road crossings; sign board; engineer compelled to whistle, etc (See Code 708-9-10.) Facetiously, perhaps truly, pronounced by a distinguished Judge, an act to compel horses to run away when they encountered a train.

They often stand trembling till the whistle blows; and this is the signal to be off.

1852 (January 23)—Pam. 108-9—Railroad hands; commutation fee; road duty.

1853-4—Pam 93 - Stock killed, damages, etc. P. 95, note. (Code 3038.) In charters of this session, company presumed at fault; Supreme Court decisions, etc., shown. P. 110. (See Code 876.)

1856 (February 17)—Pam. 110—Tax on stock and assets. (See note.)

1855-6—Pam. 155—Freight lists. (See Code 2078.) Damages. (Code 3033, 3036, 3368.)

1856—Pam. 154—Costs of suits, service, etc Pam. 155—Freight bills.

1857 (December 22)—Pam. 65—Checks for baggage. (Code 2072.)

1858 (December 11) - P. 105—Tax ½ per cent. on all roads not exempt. (Code 818.)

1859—P. 48 Jurisdiction of courts; in what county. P. 64—Whistle posts. (Code 708-9.) P. 65—Road duty. (Code 636.)

1860—P. 57—Road duty. (Code 636.)

1861—P. 69—Building bridges. (Code 4383.) P. 81—Tax (war legislation)—Central Railroad and Savannah, Albany and Gulf Railroad authorized to connect in Savannah

1862-3 - P. 61—County tax. P 158—Stock killed P. 161—Suits vs. Lessees. P. 180—Transporting provisions.

THE CODE

went into operation July 1, 1863. There have been two revisions, so that now the editions are those of 1863, 1868 and 1873. A supplement has been published to 1877, including the new Constitution, and a new edition is now in progress. The numbering varies in the different editions. The numbers of the sections given below are those of the edition of 1873.

The main titles are: Corporations—Railroad—Railroad Companies—Crossings—Taxes.

Many of the acts referred to elsewhere are repeated in the Code—but not in *chronological order*, and so not conforming to the principle of the present arrangement, which is intended to exhibit the order of growth of railroad legislation.

PROVISIONS OF THE CODE.

§5. The word Person includes corporations.

EXEMPTIONS.

§636. Railroad hands exempt from road duty on conditions.
659. Road duty.
1060. Military duty.

RAILROAD CROSSINGS.

§705. Railroads may cross each other; terms.
706. Railroad crossings
707. Railroad crossings.
708. Whistle posts.
709. Whistle, failure; penalty.
710. Whistle, failure to blow.
711. Cows on railroad.
712. Suits, where brought.
713. Keeping up crossings.
714. Penalties.
715. Exemptions.
716. Use of money.
717. Defences.
719. Railroads not to use public roads, unless by express authority.

RAILROAD TAXES.

§815. Tax same as on other property, unless exempt.
818. Tax ½ of 1 per cent. on net income—on certain conditions viz: dividends not exceeding 6 per cent. till they reach 8.
819. Tax on new branch Railroads.
826, Tax returns to Comptroller-General.
876. Defaulting corporations; execution.
877. Penalty; forfeiture of charter.
878. Three-fold tax.
881. Comptroller-General to assess, if no return.
882. Comptroller-General to issue executions.

RAILROADS AS CORPORATIONS.

§1651. Artificial person subject to modification.
1674. Charter of corporations.
1676. Organization by courts.
1681. Public corporations subject to be dissolved by General Assembly.
1682. Private corporations. In all cases of private charters hereafter granted, the State reserves the right to withdraw the franchise, unless such right is expressly negatived in the charter.
1683. Heretofore granted, not so subject to dissolution.
1685. Conditions of forfeiture.
877. Non-payment of taxes, or non-returns, grounds of forfeiture.

LIENS.

§1979. Lien of contractors.
1980. Proceedings.
1981. Proceedings.

COMMON CARRIERS.

§2065. Defined.
2066. Diligence.
2067. Diligence exempts.
2068. Cannot limit liability by notice; may by contract.
2069. Must receive goods.
2070. Responsible after delivery.
2071. Baggage.
2072. Baggage checks.
2073. No unreasonable delay.
2074 Stoppage in transitu.
2075. Stoppage.
2076. Carrier cannot dispute title of consignee.
2077. Carriers' lien.
2078. Freight Lists, to be specified.
2079. Lien on baggage.
2080. Fraud on carrier.
2081. Baggage value.
2082. Certain passengers may be refused.
2083. Railroads are common carriers.
2084. Connecting roads, how far responsible.

RIGHT OF WAY.

§3022. Railroad right of way; telegraph may use, on terms.
3023. Terms.
3024. Compensation.

INJURIES BY RAILROAD CARS.

§3032. Damages for right of way.
3033. Damages by trains.
3034 Effect of negligence.
2972. Effect of negligence.
711. Onus.
1680. Responsibility for officers.
3035. Equal accommodations to persons of color.
3035. Injury to co-employe.
2083. Responsibility for employes.
3037 Record of stock killed
3038. Record; report of overseers.
3039. Posted
3040. Overseer, when liable.
3042. Railroad, when liable for live stock.
3043. Notice by owner.
3044. Notice by owner.
3045. Trial.
3046. Appeal.
3047. Levy and sale.
3048. Disposition of proceeds.
3049. Tender, and its effects.
3050. Suits by partner or joint owner.

SUITS AGAINST RAILROADS.

§3367. How sued.
3368. Liability of agent.
3369. Service.
3370. Service by publication.
3371. Notice to stockholders.
3372 Judgment or decree.
3373. President to give names.
3374. President may defend.
3375. Illegality.
3376. Cumulative of common law remedies.

INJURIES TO RAILROADS.

§4383. Arson of bridges.
4437. Intruding on.
4438. Obstructing, injuring, etc.
4603. Overcharged by agent.

References to pamphlets containing acts of legislation resumed—

1863-4—Pam. 65-6—Stock killed.
P. 132. Water and lights in passenger car. (Code, 3038, and on.)
1864—No general law.
1865-6—No general law, but see Code 1676.
1866—Pam. 165—Tax ½ per cent. on stock, unless exempt.
1866—Pam. 150—Burning railroad bridge. (Code, 4383.)
1867—No Legislature.
1868—P. 141—State aid
143—Tax
143—State aid, Air Line road.
1869—P. 167 and on State aid.
170—Taxes ½ per cent on net earnings.
Act 1856, as to county jurisdiction, repealed.
1870—P. 398—Equal accommodations for colored persons. (Code, 3035.)
628—Same.
428—Railroad crossings. Code 705.
429—Registry of State endorsements, numerous State aid acts. (See Index, P. 523.)
1871-2—P.16—State aid cautions.
77—Tax ½ per cent. net earnings.
1872—P. 10—Road duty. (Code 636)
78—Telegraphic use of right of way.
5, 6, 7—Certain State aid bonds void.
1873—P. 17—Buying roads endorsed for.
24—Employe, injury to by employe.
63—Live stock on Sunday. Tax on non-resident railroads. Profit and earnings.
65—Tax 1 per cent on net earnings. (Code 819)
69—Telegraphic use of right of way. (Code 3022-3-4) Lien of railroad contractors. (Code 1979, 1980, 1990.)
1874—P. 94—To prevent monopolies. (Hillyer's law.)
Passed February 28, 1874. A brief abstract is appended, viz:
§3. Forbids any discrimination for or against any connecting line.
§2. Gives the right to join tracks.
§4. On refusal, provides for right of way.
§1. Allows any railroad to switch off and deliver to connecting road all cars consigned to points on or beyond such connecting road. Failure to receive and forward is treated as a conversion of the goods, and damages allowed of from 10 to 25 per cent, unless owner himself in default by rebate.
§5 Exempts extra State freight, unless by sea or Western and Atlantic road.
1874—P. 97—Explosive oils Sunday freight trains till 8 a. m.
98— State aid repealed.
103—Feb. 26—Tax ½ per cent net earnings.
107—Feb. 28—Tax on railroads as on other property. (McDaniel's law.)
1875—P. 10—South and North Railroad.
14—To protect State.
26—Intruding on track.
118—Tax.
1876—P.118—Purchasers may form corporations.
121—Service on railroads.
122—Receivers; creditors' lien; State as owner Macon and Brunswick; sale North and South Railroad (Tax laws.)
1877—P.115—Sale railroad stock by administrator; taxation.
124—Act 1874, Feb. 28, confirmed Attorney-General to sue, etc.
125—Comptroller-General to scrutinize.
1878—December 16—Tax; sale unclaimed freight. Dec. 5—Corporation formed by purchasers.
1878-9—P. 125—October 14, 1879—Railroad Commission.
167—Purchasers of unfinished roads.
163 Obscene literature.
164—Obscene literature at depots. (Tax.)
1880—Tax act §11, reaffirms tax laws.
1880-1—P. 29—Changing time of fiscal and report years.
33—Arbitration S. F. & W. R. R.
39—Sections 7 and 8—Taxation.
40—Sections 11, 12, 13 and 14—Tax returns.
77—Inspection of grain and fees.
89—Weighing cotton and fees.
108—Garnishments.
115—Suits against telegraph companies.
130, 131 and 147—Railroad purchasers forming corporations.
134—Extending time to complete railroads.
138—Police powers to conductors.
145—Settlement with Marietta & North Ga. Railroad.
150—Legal weight of rough rice.
156—General Railroad incorporation law.
178—To punish cutting bagging from cotton bales.